

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486910

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|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Assignment of Security Interest in Trademark Collateral | | |
| RESUBMIT DOCUMENT ID: | 900457609 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Suntrust Bank | | 07/09/2018 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A. | | |
| Street Address: | 388 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | Bank Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4522173 | POWERPAY | |
| Registration Number: | 4344333 | APPCHARGE | |
| Serial Number: | 85648175 | SMARTECART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049133-0274 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /S/ Angela M. Amaru | | |
| DATE SIGNED: | 08/21/2018 | | |
| Total Attachments: 4 | | | |
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**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of July 9, 2018, is entered into by and between SUNTRUST BANK ("Assignor") and CITIBANK, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security Agreement referred to below.

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of December 22, 2016 (as amended and restated in part pursuant to the Restatement Agreement to First Lien Credit Agreement dated as of July 9, 2018, and as has been or may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Assignor and POWERPAY, LLC (the "Grantor") and certain of its Subsidiaries, including, NATIONWIDE PAYMENT SOLUTIONS, LLC, STERLING PAYMENT TECHNOLOGIES, LLC, EVO POWERPAY HOLDINGS, LLC and EVO PAYMENTS INTERNATIONAL, LLC, Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of December 22, 2016 (the "Trademark Security Agreement"), pursuant to which Grantor mortgaged, pledged, hypothecated, and granted to Assignor, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under all of the following Collateral: (i) all of its Trademarks, including, without limitation, the U.S. trademark registrations and applications referred to on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (but excluding any Excluded Property) (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor;

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on December 23, 2016, at Reel 5955, Frame 0075;

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of July 9, 2018, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the Liens granted thereunder.

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its Lien on and security interest in Grantor's right, title and interest in to and under the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

SUNTRUST BANK,
as Assignor

By: 

Name:
Title:

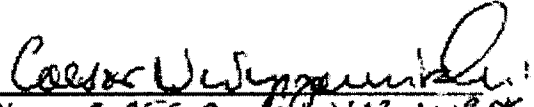
DAVID BENNETT
Director

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent and successor Administrative Agent accepts and assumes the foregoing Assignment.

DATED as of the 9th day of July, 2018.

CITIBANK, N.A.
as Assignee

By: 
Name: CAESAR W. WYSZOMIRSKI
Title: VP

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-----------|----------|-----------|
| POWERPAY | 4522173 | 04/29/14 |
| APPCHARGE | 4344333 | 05/28/13 |

Trademark Application

| Mark | Appl. No. | Filing Date |
|------------|-----------|-------------|
| SMARTECART | 85648175 | 06/11/12 |