

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Verifone, Inc.		08/20/2018	Corporation:
Hypercom Corporation		08/20/2018	Corporation:

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1797642	HYPERCOM
Registration Number:	2431735	IEN 2500
Registration Number:	4238494	INTELLINAC
Registration Number:	4234751	INTELLIVIEW
Registration Number:	2258377	MAGIC
Registration Number:	1658115	MEGANAC
Registration Number:	4238316	NARATTE
Registration Number:	4238483	PAYMEDIA
Registration Number:	4238484	PAYMEDIA
Registration Number:	2341229	PCCHARGE
Registration Number:	4844308	POINT.
Registration Number:	1877125	RUBY SUPERSYSTEM
Registration Number:	2133623	SC
Registration Number:	3905870	SECURE PUMPPAY
Registration Number:	2346598	SEMTEK
Registration Number:	3946374	SMARTPAYMENTS
Registration Number:	2095822	SOFTPAY

OP \$890.00 1797642

Property Type	Number	Word Mark
Registration Number:	1734489	TXO
Registration Number:	2669666	VERICENTRE
Registration Number:	1229416	VERIFONE
Registration Number:	1729013	VERIFONE
Registration Number:	3400814	VERIFONE
Registration Number:	3400815	VERIFONE
Registration Number:	3778446	VERIFONE
Registration Number:	4035207	VERIFONE
Registration Number:	5235170	VERIFONE
Registration Number:	4994063	VERIFONE
Registration Number:	5219588	VERIFONE CARBON
Registration Number:	4844307	VERIFONE POINT
Registration Number:	2732519	VERISHIELD
Registration Number:	2742665	VERIX
Registration Number:	1539077	
Registration Number:	4191577	V NET VERIFONE DIGITAL NETWORK
Registration Number:	3110308	VX
Registration Number:	4246576	ZOOSH

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	08/20/2018

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, VERIFONE, INC., a Delaware corporation (“**VeriFone**”) and **HYPERCOM CORPORATION**, a Delaware corporation (“**Hypercom**”, and together with VeriFone, each a “**Grantor**”), each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of August 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Second Lien Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located, other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all renewals and extensions thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith;
- (iii); the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and
- (iv) all proceeds of the foregoing, including, without limitation, all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss

payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to the Senior Collateral Agent (as defined in the First Lien Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic

transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HYPERCOM CORPORATION,
a Delaware corporation

By: 
Name: Marc E. Rothman
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006437 FRAME: 0282

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERIFONE, INC.,
a Delaware corporation

By: 
Name: Marc E. Rothman
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006437 FRAME: 0283

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as the Collateral Agent

By: _____

Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____

Name: Komal Shah
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006437 FRAME: 0284

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application date	Application number	Registration number	Owner
HYPERCOM	United States	January 22, 1993	74/351,292	1797642	Hypercom Corporation
IEN 2500	United States	April 10, 2000	76/021,456	2431735	Hypercom Corporation
INTELLINAC	United States	April 19, 2011	85/298,675	4238494	Hypercom Corporation
INTELLIVIEW	United States	April 19, 2011	85/298,667	4234751	Hypercom Corporation
MagIC	United States	September 9, 1996	75162280	2258377	VeriFone, Inc.
MEGANAC	United States	December 3, 1990	74/119,669	1658115	Hypercom Corporation
NARATTE	United States	February 1, 2011	85230804	4238316	VeriFone, Inc.
PAYMEDIA	United States	April 12, 2011	85293014	4238483	VeriFone, Inc.
PAYMEDIA	United States	April 12, 2011	85293030	4238484	VeriFone, Inc.
PCCHARGE	United States	June 7, 1999	75723081	2341229	VeriFone, Inc.
POINT.	United States	December 31, 2014	86493174	4844308	VeriFone, Inc.
RUBY SUPERSYSTEM	United States	May 1, 1992	74271594	1877125	VeriFone, Inc.
SC	United States	November 10, 1994	74597225	2133623	VeriFone, Inc.
SECURE PUMPPAY	United States	October 30, 2007	77317019	3905870	VeriFone, Inc.
SEMTEK	United States	September 11, 1998	75551861	2346598	VeriFone, Inc.
SMARTPAYMENTS	United States	September 5, 2008	77/563,757	3946374	Hypercom Corporation
SOFTPAY	United States	November 17, 1995	75021465	2095822	VeriFone, Inc.

Mark	Country	Application date	Application number	Registration number	Owner
TXO	United States	June 21, 1991	74178343	1734489	VeriFone, Inc.
VERICENTRE	United States	February 14, 2000	75930458	2669666	VeriFone, Inc.
VERIFONE	United States	November 5, 1981	73335736	1229416	VeriFone, Inc.
VERIFONE	United States	June 21, 1991	74178341	1729013	VeriFone, Inc.
VERIFONE	United States	February 6, 2007	77100364	3400814	VeriFone, Inc.
VERIFONE	United States	February 6, 2007	77100425	3400815	VeriFone, Inc.
VERIFONE	United States	February 6, 2007	77100395	3778446	VeriFone, Inc.
VERIFONE	United States	February 6, 2007	77100440	4035207	VeriFone, Inc.
VERIFONE	United States	June 6, 2016	87062045	5235170	VeriFone, Inc.
Verifone (stylized)	United States	October 30, 2014	86439378	4994063	VeriFone, Inc.
VERIFONE CARBON	United States	March 31, 2016	86959647	5219588	VeriFone, Inc.
VERIFONE POINT	United States	December 31, 2014	86493167	4844307	VeriFone, Inc.
VERISHIELD	United States	January 14, 2000	75895495	2732519	VeriFone, Inc.
VERIX	United States	March 2, 2000	75950880	2742665	VeriFone, Inc.
VF DESIGN	United States	July 25, 1988	73741972	1539077	VeriFone, Inc.
VNET VERIFONE DIGITAL NETWORK & Design	United States	April 12, 2011	85292979	4191577	VeriFone, Inc.
VX	United States	August 2, 2004	78460502	3110308	VeriFone, Inc.
ZOOSH	United States	February 1, 2011	85230806	4246576	VeriFone, Inc.