

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFS Technologies, Inc.		10/16/2018	Corporation: DELAWARE
AFS Technologies Holdings, Inc.		10/16/2018	Corporation: DELAWARE
AFS Financial Solutions, Inc.		10/16/2018	Corporation: DELAWARE
Quofore International, Inc.		10/16/2018	Corporation: DELAWARE
AFS MEI USA Holdings, Inc.		10/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as agent
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85352990	VALUTRAK
Serial Number:	85761903	AFS TECHNOLOGIES
Serial Number:	85764058	DATUM AFS TECHNOLOGIES
Serial Number:	85776280	AFS TRADEPRO
Serial Number:	85802837	SOFTTRAX
Serial Number:	85822955	GENWEB
Serial Number:	85841615	EASYOPERATOR
Serial Number:	75424780	PROFILE

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

TRADEMARK

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 079464-0011

NAME OF SUBMITTER: Scott Kareff (079464-0011)

SIGNATURE: /kc for sk/

DATE SIGNED: 10/16/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of October, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TPG SPECIALTY LENDING, INC., a Delaware corporation ("TSL"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among GOLD ACQUISITION CORP., a Delaware corporation ("Parent"), AFS TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, TSL and PNC Bank, National Association, a national banking association ("PNC"), as joint lead arrangers, and TSL and PNC, as joint book runners, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 16, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF


LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

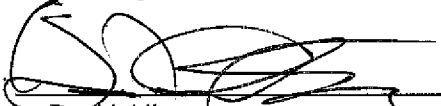
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

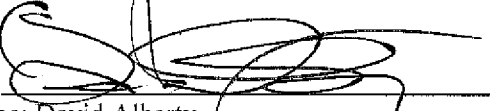
AFS TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS TECHNOLOGIES HOLDINGS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS FINANCIAL SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer

QUOFORE INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS MEI USA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer

AGENT:




ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC., a
Delaware corporation

By: 
Name: Robert (Bo) Stanley
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications:

Trademark	Owner	Country	Serial No./ Reg No.	Filing Date/ Reg. Date	Status
VALUTRAK	AFS Technologies, Inc.	U.S.	85/352,990 4,297,050	06/22/2011 03/05/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	U.S.	85/761,903 4,382,972	10/24/2012 08/13/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	Australia	1161199 1561366	4/24/2013 11/17/2016	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	Canada	1,623,955 TMA905,952	4/24/2013 06/11/2015	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	China	1,161,199	04/24/2013	Pending
AFS TECHNOLOGIES	AFS Technologies, Inc.	Madrid Protocol	1,161,199	4/19/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	India	2,519,681	4/25/2013	Pending
	AFS Technologies, Inc.	U.S.	85/764,058 4,692,831	10/25/2012 02/24/2015	Registered
AFS TRADEPRO	AFS Technologies, Inc.	U.S.	85/776,280 4,675,825	11/9/2012 01/20/2015	Registered
SOFTRAX	AFS Financial Solutions, Inc.	U.S.	85/802,837 4,490,332	12/14/2012 03/04/2014	Registered
GENWEB	AFS Technologies, Inc.	U.S.	85/822,955 4,509,072	1/14/2013 4/08/2014	Registered
EASYOPERATOR	AFS Technologies, Inc.	U.S.	85/841,615 4,350,352	2/5/2013 6/11/2013	Registered
TRADEINSIGHT	AFS MEI USA Holdings, Inc.	Canada	1,503,090 TMA807471	11/9/2010 9/23/2011	Registered
	AFS Group Canada Inc.	Canada	1,503,094 TMA807470	11/9/2010 9/23/2011	Registered
	AFS MEI USA Holdings,	Canada	1,503,094 TMA812275	11/9/2010 11/21/2011	Registered

Trademark	Owner	Country	Serial No./ Reg No.	Filing Date/ Reg. Date	Status
	Inc.				
QUOFORE	Quofore International, Inc.	Canada	1,456,722 TMA825640	10/26/2009 6/6/2012	Registered
QUOFORE (Class 9)	Quofore International, Inc.	Mexico	1,046,749 1,152,550	11/10/2009 4/14/2010	Registered
QUOFORE (Class 9)	Quofore International, Inc.	Brazil	902230077	12/30/2009	Awaiting Certificate of Registration
QUOFORE	Quofore International, Inc.	Madrid Protocol	A0017566 1,020,934	10/23/2009 10/23/2009	Registered Protected in European Community, Australia, Russia, Japan, Singapore, Republic of Korea, China and Vietnam
QUOFORE (Class 9)	Quofore International, Inc.	India	1,889,564 982887	11/27/2009 3/21/2011	Registered
QUOFORE (Class 42)	Quofore International, Inc.	India	1,889,565 996623	11/27/2009 3/21/2011	Registered
QUOFORE (Class 42)	Quofore International, Inc.	Brazil	902230107	12/30/2009 11/27/2012	Registered
PROFILE	Foodservice Ventures, L.L.C. (AFS Technologies Holdings, Inc.)	U.S.	75/424,780 2,238,659	1/28/1998 4/13/1999	Registered
UNIVERSELL	AFS MEI USA Holdings, Inc.	Canada	0836049 TMA487378	2/10/1997 12/22/1997	Registered