

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOTAL PAYMENTS DIRECT CORP.		09/28/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT		
Street Address:	C/O BMO TORONTO AGENCY SERVICES, 250 YONGE STREET		
Internal Address:	11TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4747779	KALOOT	
Registration Number:	4747784	KALOOT	
Registration Number:	4793126	CPN THE BEST IS AFFORDABLE	
Registration Number:	4933170	CPN	
Registration Number:	4942024	THE BEST IS AFFORDABLE	
Registration Number:	4728442	FLEXPOINT	
Registration Number:	3035463	CHARGENATIONAL	
Registration Number:	3091450	PIVOTAL PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@kattenlaw.com		
Correspondent Name:	Alana Hernandez c/o Katten Muchin		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Alana Hernandez		

CH \$215.00 4747779

SIGNATURE:	/Alana Hernandez/
DATE SIGNED:	09/28/2018
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 28, 2018, (this “Agreement”), by Pivotal Payments Direct Corp., a corporation constituted in accordance with the federal laws of Canada (the “Grantor”) in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the “Grantors” party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Pivotal Payments Direct Corp., a corporation constituted in accordance with the federal laws of Canada (“Canadian Borrower”), Pivotal Refi LP, a Delaware limited partnership (the “LP”), Pivotal Payments Inc., a Delaware corporation (“PPI” and together with the LP, collectively, the “U.S. Borrower”; U.S. Borrower, together with Canadian Borrower, the “Borrowers”), the Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PIVOTAL PAYMENTS DIRECT CORP., a
corporation constituted in accordance with the federal
laws of Canada

By: 
Name: _____
Title: _____

Consented to and Accepted:

BANK OF MONTREAL, as Administrative Agent

By: *P. Popovic*
Name:
Title:

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
KALOOT	86423370	10/14/2014	4747779	6/2/2015
KALOOT	86423430	10/14/2014	4747784	6/2/2015
CPN THE BEST IS AFFORDABLE	86328531	7/3/2014	4793126	8/18/2015
CPN	86328559	7/3/2014	4933170	4/5/2016
THE BEST IS AFFORDABLE	86328577	7/3/2014	4942024	4/19/2016
FLEXPOINT	86051820	8/29/2013	4728442	4/28/2015
CHARGENATIONAL	78511235	11/4/2004	3035463	12/27/2005
PIVOTAL PAYMENTS	78503809	10/21/2004	3091450	5/9/2006

Trademarks Applications

None.