# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Financial-Information-Technolog	jies,	08/16/2018	Limited Liability Company: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	Golub Capital LLC
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60609
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2823604	FINTECH
Registration Number:	4835190	FT
Registration Number:	5174519	FINTECH RECON
Registration Number:	2553352	FINTECH.NET
Registration Number:	2646394	FT FINTECH.NET
Registration Number:	3200257	FTX
Registration Number:	3411281	ONESOURCE
Serial Number:	87817834	INFOSOURCE
Serial Number:	87400919	ORDERSOURCE
Serial Number:	87817829	PAYMENTSOURCE
Serial Number:	87386322	RECONSOURCE

#### CORRESPONDENCE DATA

Fax Number:

900473464

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: 2136207848

Email: iprecordations@whitecase.com **Correspondent Name:** Justine Lu/White & Case LLP Address Line 1: 555 South Flower Street, 2700

TRADEMARK

**REEL: 006479 FRAME: 0088** 

Address Line 4: Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1182886-0033-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	11/09/2018	
Total Attachments: 5		
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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 16, 2018 (this "<u>Trademark Security Agreement</u>"), is made by the Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "<u>Collateral Agent</u>") pursuant to that certain Credit Agreement, dated as of August 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among Fintech Midco, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), Fintech Topco, LLC, a Delaware limited liability company ("<u>Holdings</u>"), Financial-Information-Technologies, LLC, a Florida limited liability company, the other subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, excluding Excluded Property (collectively, the "<u>Trademark Collateral</u>"):
- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto;
  - (b) all Goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.
  - SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
  - SECTION 4. <u>Termination</u>. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and

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immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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TRADEMARK REEL: 006479 FRAME: 0091 IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FINANCIAL-INFORMATION-**TECHNOLOGIES, LLC** 

Name: Glenn W. Jones, Jr.

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement (Financial-Information-Technologies, LLC)

**TRADEMARK REEL: 006479 FRAME: 0092**  IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Accepted and Agreed:

GOLUB CAPITAL X as Collateral Agent

By:

Name: Robert & Tuchscherer Title: Managing Director

# $\begin{array}{c} \text{SCHEDULE 1} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

# United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Financial-Information- Technologies, LLC	FINTECH	2823604
Financial-Information- Technologies, LLC	Fintech Circle Logo Design	4835190
Financial-Information- Technologies, LLC	FINTECH RECON	5174519
Financial-Information- Technologies, LLC	FINTECH.NET	2553352
Financial-Information- Technologies, LLC	FT FINTECH.NET and Design	2646394
Financial-Information- Technologies, LLC	FTX	3200257
Financial-Information- Technologies, LLC	ONESOURCE	3411281

# United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Financial-Information- Technologies, LLC	INFOSOURCE	87817834
Financial-Information- Technologies, LLC	ORDERSOURCE	87400919
Financial-Information- Technologies, LLC	PAYMENTSOURCE	87817829
Financial-Information- Technologies, LLC	RECONSOURCE	87386322

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**RECORDED: 11/09/2018** 

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