

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493670

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RevSpring, Inc.		10/11/2018	Corporation: DELAWARE
Revenue Advantage, Inc.		10/11/2018	Corporation: WASHINGTON
Tech Lock, Inc.		10/11/2018	Corporation: ILLINOIS
Talksoft Corporation		10/11/2018	Corporation: NEW JERSEY
Apex Print Technologies, LLC		10/11/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Northwestern Mutual Life Insurance Company
Street Address:	720 East Wisconsin Avenue
Internal Address:	Attn: Brad Kunath
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	mutual company: WISCONSIN

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	4227717	COLOREXPRESS
Registration Number:	4240409	COLORIMAGE
Registration Number:	4248524	DATAACCESS
Registration Number:	2596480	DATAEXPRESS
Registration Number:	4240405	DATAPAY
Registration Number:	4211747	DATAPREREGISTER
Registration Number:	4211748	DATAREGISTER
Registration Number:	4240407	DATAVIEW
Registration Number:	4814147	EMERGE
Registration Number:	5037943	EMERGE INTELLIGENT WORKFLOW SOLUTIONS
Registration Number:	2655874	ERM
Registration Number:	4526881	REVACCESS
Registration Number:	4526880	REVANALYTICS
Registration Number:	4581128	REVCALL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4526878	REVDATA
Registration Number:	4589600	REVDESIGN
Registration Number:	4593769	REVDIGITAL
Registration Number:	4589598	REVDOC
Registration Number:	4526877	REVID
Registration Number:	4526879	REVMOBILE
Registration Number:	4602354	REVPAYMENTS
Registration Number:	4804402	REVSPRING
Registration Number:	4748551	REVSPRING
Registration Number:	4534221	REVSPRING
Registration Number:	4589599	REVIEW
Registration Number:	4240410	TOTALIMAGE
Registration Number:	3435085	WEBVIEW
Registration Number:	3635117	TALKSOFT
Registration Number:	4297465	
Registration Number:	4297333	TECH LOCK
Registration Number:	4297444	TECH LOCK I N C O R P O R A T E D
Registration Number:	4297445	TECH LOCK I N C O R P O R A T E D A N D C
Registration Number:	3211342	COURTESY CALLER
Registration Number:	3211343	REVENUE ADVANTAGE
Registration Number:	4310788	STANDARDIMAGE
Registration Number:	3801077	PS PAYSYSTEMS.NET SINCE 1980
Serial Number:	87819664	REVSPRING
Serial Number:	87819688	REVSPRING INTELLIGENCE. ENGAGEMENT. OUTC
Registration Number:	4808074	FIT THE PAYMENT TO THE PATIENT
Registration Number:	5017348	IT PAYS TO KNOW
Registration Number:	3857970	MAESTRO
Registration Number:	4274653	MYEASYMATCH
Registration Number:	3732690	MYEASYVIEW
Registration Number:	4545151	MYREVCYCLE
Registration Number:	3732667	MYSECUREBILL

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617324

Email: sbertino@velaw.com

Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Ste 3900

TRADEMARK

REEL: 006505 FRAME: 0840

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Shannon Bertino

SIGNATURE: /Shannon Bertino/

DATE SIGNED: 10/12/2018

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated October 11, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EMPOWER PAYMENTS ACQUISITION, INC., a Delaware corporation (the “Initial Borrower”), REVSPRING, INC., a Delaware corporation (“RevSpring”, and, following the Acquisition and upon consummation of the Closing Date Mergers (as defined in the Credit Agreement (as defined below)), as successor to the Initial Borrower by operation of law, collectively with the Initial Borrower, each individually, and collectively referred to herein as the context may require, the “Borrower”) and EMPOWER PAYMENTS INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement dated as of 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of the date hereof, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto, the Collateral Agent and the other “Grantors” (as such term is defined therein).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration

that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY

AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

REVSPRING, INC.
REVENUE ADVANTAGE, INC.
TECH LOCK, INC.
TALKSOFT CORPORATION
APEX PRINT TECHNOLOGIES, LLC


By: 
Name: John Carson
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006505 FRAME: 0846

**THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY, as Collateral Agent**

By: Northwestern Mutual Investment
Management Company, LLC,
its investment adviser

By: 
Name: Bradley T. Kunath
Title: Managing Director



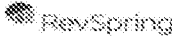
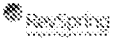
[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I

Trademarks

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	COLOREXPRESS	85494236 12/13/2011	4227717 10/16/2012	Registered	Revspring, Inc.
2.	COLORIMAGE	85418873 9/9/2011	4240409 11/13/2012	Registered	Revspring, Inc.
3.	DATAACCESS	85418756 9/9/2011	4248524 11/27/2012	Registered	Revspring, Inc.
4.	DATAEXPRESS	75461790 4/3/1998	2596480 7/23/2002	Registered	Revspring, Inc.
5.	DATAPAY	85418766 9/9/2011	4240405 11/13/2012	Registered	Revspring, Inc.
6.	DATAPREREGISTER	85418781 9/9/2011	4211747 9/18/2012	Registered	Revspring, Inc.
7.	DATAREGISTER	85418799 9/9/2011	4211748 9/18/2012	Registered	Revspring, Inc.
8.	DATAVIEW	85418833 9/9/2011	4240407 11/13/2012	Registered	Revspring, Inc.
9.	EMERGE	86313267 6/18/2014	4814147 9/15/2015	Registered	Revspring, Inc.
10.	EMERGE INTELLIGENT	86796376 10/22/2015	5037943 9/6/2016	Registered	Revspring, Inc.

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
	WORKFLOW SOLUTIONS				
11.	ERM	76244256 4/20/2001	2655874 12/3/2002	Registered	Revspring, Inc.
12.	REVACCESS	85881274 3/20/2013	4526881 5/6/2014	Registered	Revspring, Inc.
13.	REVANALYTICS	85881260 3/20/2013	4526880 5/6/2014	Registered	Revspring, Inc.
14.	REVCALL	85881253 3/20/2013	4581128 8/5/2014	Registered	Revspring, Inc.
15.	REVDATA	85881250 3/20/2013	4526878 5/6/2014	Registered	Revspring, Inc.
16.	REVDESIGN	85881265 3/20/2013	4589600 8/19/2014	Registered	Revspring, Inc.
17.	REVDIGITAL	85881270 3/20/2013	4593769 8/26/2014	Registered	Revspring, Inc.
18.	REVDOC	85881239 3/20/2013	4589598 8/19/2014	Registered	Revspring, Inc.
19.	REVID	85881235 3/20/2013	4526877 5/6/2014	Registered	Revspring, Inc.
20.	REVMOBILE	85881258 3/20/2013	4526879 5/6/2014	Registered	Revspring, Inc.
21.	REVPAYMENTS	85881251 3/20/2013	4602354 9/9/2014	Registered	Revspring, Inc.
22.	REVSPRING	85699167 8/9/2012	4804402 9/1/2015	Registered	Revspring, Inc.
23.	REVSPRING	85976313 8/9/2012	4748551 6/2/2015	Registered	Revspring, Inc.
24.	REVSPRING	85699157 8/9/2012	4534221 5/20/2014	Registered	Revspring, Inc.
25.	REVIEW	85881243 3/20/2013	4589599 8/19/2014	Registered	Revspring, Inc.
26.	TOTALIMAGE	85418913 9/9/2011	4240410 11/13/2012	Registered	Revspring, Inc.
27.	WEBVIEW	77282630 9/18/2007	3435085 3/27/2008	Registered	Revspring, Inc.
28.	TALKSOFT	77610492 11/8/2008	3635117 6/9/2009	Registered	TalkSoft Corporation

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
29.	Design Only	85575504 3/21/2012	4297465 3/5/2013	Registered	Tech Lock, Inc.
30.	TECH LOCK	85526656 1/27/2012	4297333 3/5/2013	Registered	Tech Lock, Inc.
31.	TECH LOCK INCOPORATED	85561182 3/6/2012	4297444 3/5/2013	Registered	Tech Lock, Inc.
32.	TECH LOCK INCORPORATED AND CERTIFIED	85561184 3/6/2012	4297445 3/5/2013	Registered	Tech Lock, Inc.
33.	COURTESY CALLER	78874797 5/2/2006	3211342 2/20/2007	Registered	Revenue Advantage, Inc.
34.	REVENUE ADVANTAGE	78874813 5/2/2006	3211343 2/20/2007	Registered	Revenue Advantage, Inc.
35.	STANDARDIMAGE	85418889 9/9/2011	4310788 3/26/2013	Registered	Revspring, Inc.
36.	PS <u>PAYSYSTEMS.NET</u> SINCE 1980	77796134 8/4/2009	3801077 6/8/2010	Registered	Revspring, Inc.
37.	REVSPRING 	87819664 3/5/2018		Pending	Revspring, Inc.
38.	REVSPRING INTELLIGENCE. ENGAGEMENT. OUTCOMES. 	87819688 3/5/2018		Pending	Revspring, Inc.

39.	APEX INFORMATION TECHNOLOGIES	--	33703000 22-FEB-2013	Registered Renewal Due : 22-FEB-2018	Apex Print Technologies, LLC
40.	APEX INFORMATION TECHNOLOGIES	--	09-JAN-2013	Registered Renewal Due : 09-JAN-2023	Apex Print Technologies, LLC
41.	APEX REVENUE TECHNOLOGIES	--	39066400 18-MAY-2015	Registered Renewal Due : 18-MAY-2020	Apex Print Technologies, LLC
42.	APEX REVENUE TECHNOLOGIES	--	22-APR-2015	Registered Renewal Due : 22-APR-2025	Apex Print Technologies, LLC
43.	FIT THE PAYMENT TO THE PATIENT	86522553 03-FEB-2015	4808074 08-SEP-2015	Registered Renewal Due : 08-SEP-2025	Apex Print Technologies, LLC
44.	IT PAYS TO KNOW	86858578 28-DEC-2015	5017348 09-AUG-2016	Registered Renewal Due : 09-AUG-2026	Apex Print Technologies, LLC
45.	MAESTRO	77784911 20-JUL-2009	3857970 05-OCT-2010	Registered Renewal Due : 05-OCT-2020	Apex Print Technologies, LLC
46.	MYEASYMATCH	85596648 12-APR-2012	4274653 15-JAN-2013	Registered Renewal Due : 15-JAN-2023	Apex Print Technologies, LLC
47.	MYEASYVIEW	77684449 05-MAR-2009	3732690 29-DEC-2009	Registered Renewal Due : 29-DEC-2019	Apex Print Technologies, LLC

48.	MYREVCYCLE	86012406 17-JUL-2013	4545151 03-JUN-2014	Registered Renewal Due : 03-JUN-2024	Apex Print Technologies, LLC
49.	MYSECUREBILL	77677029 24-FEB-2009	3732667 29-DEC-2009	Registered Renewal Due : 29-DEC-2019	Apex Print Technologies, LLC