

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIEBOLD NIXDORF, INCORPORATED (f/k/a Diebold, Incorporated)		10/24/2018	Corporation: OHIO
DIEBOLD SELF SERVICE SYSTEMS		10/24/2018	General Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3295594	OPTEVIEW
Registration Number:	3342030	AGILIS EMPOWER
Registration Number:	1652144	CASHGARD
Registration Number:	5481892	CONNECTED COMMERCE
Registration Number:	5032417	ACTIVEDGE
Registration Number:	5552564	DN
Registration Number:	5551345	DIEBOLD NIXDORF
Registration Number:	5492816	DIEBOLD NIXDORF
Serial Number:	87107357	DN
Serial Number:	87684122	STOREVOLUTION
Serial Number:	87812087	ALLTRANSACT
Serial Number:	87820446	DIEBOLD NIXDORF ALLCONNECT SERVICES
Serial Number:	87941422	COMMERCEPOINT
Serial Number:	87940665	DN ALLCONNECT SERVICES
Serial Number:	87653159	VYNAMIC

CH \$440.00 3295594

Property Type	Number	Word Mark
Serial Number:	87653188	DN VYNAMIC
Serial Number:	87820413	DIEBOLD NIXDORF ALLCONNECT

CORRESPONDENCE DATA

Fax Number: 6502515002
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: 6502515027
Email: jmull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1946
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/25/2018

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 24, 2018 by DIEBOLD NIXDORF, INCORPORATED (f/k/a Diebold, Incorporated), an Ohio corporation, and DIEBOLD SELF SERVICE SYSTEMS, a New York general partnership (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 12, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks (and Proceeds thereof) under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. a "pdf" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. 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 law of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, each 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.

Very truly yours,

DIEBOLD NIXDORF INCORPORATED

By: 
Name: Jonathan B. Leiken
Title: Senior Vice President, Chief Legal Officer and Secretary

DIEBOLD SELF SERVICE SYSTEMS

By: 
Name: Jonathan B. Leiken
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Caitlin O Stewart

Name: Caitlin Stewart
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration Number	Trademark
Diebold Nixdorf, Incorporated	3,295,594	OPTEVIEW
Diebold Nixdorf, Incorporated	3,342,030	AGILIS EMPOWER
Diebold, Incorporated	1,652,144	CASHGARD
Diebold, Incorporated	5,481,892	CONNECTED COMMERCE
Diebold, Incorporated	5,032,417	ACTIVEDGE
Diebold Nixdorf, Incorporated	5,552,564	DN & Design
Diebold Nixdorf, Incorporated	5,551,345	DIEBOLD NIXDORF
Diebold Nixdorf, Incorporated	5,492,816	DIEBOLD NIXDORF & Design

Trademark Applications:

Owner	Serial Number	Title
Diebold Nixdorf, Incorporated	87107357	DN & Design
Diebold Nixdorf, Incorporated	87684122	STOREVOLUTION
Diebold Nixdorf, Incorporated	87812087	ALLTRANSACT
Diebold Nixdorf, Incorporated	87820413	DIEBOLD NIXDORF ALLCONNECT
Diebold Nixdorf, Incorporated	87820446	DIEBOLD NIXDORF ALLCONNECT SERVICES
Diebold Nixdorf, Incorporated	87941422	COMMERCEPOINT
Diebold Nixdorf, Incorporated	87940665	DN ALLCONNECT SERVICES
Diebold Nixdorf, Incorporated	87653159	VYNAMIC
Diebold Nixdorf, Incorporated	87653188	DN VYNAMIC