

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Payment Alliance International, Inc.		01/31/2019	Corporation: DELAWARE
Vantage Technical Services Inc.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4267098	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL	
Registration Number:	3344131	PAYMENT ALLIANCE INTERNATIONAL	
Registration Number:	3286295	PAYMENT ALLIANCE INTERNATIONAL	
Registration Number:	4087989	PAI CA\$H ADVANCE	
Registration Number:	4090222	PAIMOBILE	
Registration Number:	5431515	PAYMENT ALLIANCE INTERNATIONAL	
Registration Number:	5558532	THE TRUSTED LEADER IN ATM INNOVATION	
Registration Number:	5405484	SHAPING THE FUTURE OF ATM INNOVATION	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$215.00 4267098

ATTORNEY DOCKET NUMBER:	065694.03.0177
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	02/04/2019
Total Attachments: 6 source=Project Slugger#page1.tif source=Project Slugger#page2.tif source=Project Slugger#page3.tif source=Project Slugger#page4.tif source=Project Slugger#page5.tif source=Project Slugger#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, PAYMENT ALLIANCE INTERNATIONAL, INC., a Delaware corporation, and VANTAGE TECHNICAL SERVICES INC., a Delaware corporation (each as a "Grantor," and collectively the "Grantors") owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement dated as of January 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantor party thereto and CHURCHILL AGENCY SERVICES LLC, as the Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this "Agreement").

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, Grantors hereby grants, mortgages, pledges, and hypothecates to the Collateral Agent a continuing security interest (the "Security Interest") in and Lien on all of Grantors' right, title and interest in and to the following to the extent included in the Collateral, in each case whether now or hereafter owned other than Excluded Property (collectively, the "Trademark Collateral"):

- (i) all trademarks, service marks, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and/or other indicia of origin, and registrations or applications for registration pertaining thereto (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks");
- (ii) all renewals thereof;
- (iii) all goodwill of such Grantors' business symbolized by the Trademarks associated therewith;
- (iv) all income, proceeds, products, damages, rents, profits, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and

(v) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the Security Interest granted under Section I(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section I(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section I(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section I(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section I of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

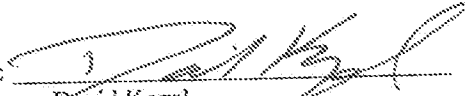
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first set forth above.

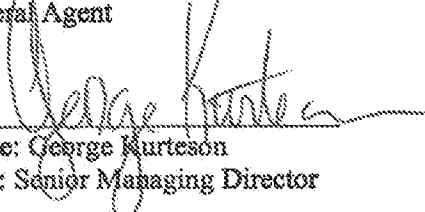
**PAYMENT ALLIANCE INTERNATIONAL,
INC.
VANTAGE TECHNICAL SERVICES INC.,
each as Grantor**

By: 
Name: David Kozal
Title: Responsible Officer

Accepted and Agreed

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: _____


Name: George Kurteson


Title: Senior Managing Director



[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>App. Date</u>	<u>Reg. No./ Date or Application No.</u>	<u>Intl. Class</u>	<u>Owner Name</u>
Safe Site Payment Alliance International ATM \$ 	Registered	19-JAN-2012	4267098 01-JAN-2013	36	Payment Alliance International, Inc.
Payment Alliance International PAYMENT ALLIANCE INTERNATIONAL	Registered	13-JUL-2006	3344131 27-NOV-2007	36	Payment Alliance International, Inc.
Payment Alliance International (logo) 	Registered	13-JUL-2006	3286295 28-AUG-2007	36	Payment Alliance International, Inc.
PAI CASH Advance PAI CASH Advance	Registered	20-JUN-2011	4087989 17-JAN-2012	36	Payment Alliance International, Inc.
PAImobile 	Registered	09-MAY-2011	4090222 24-JAN-2012	35	Payment Alliance International, Inc.
Payment Alliance International (New Arrow Logo) 	Registered	05-JUN-2017	5431515 27-MAR-2018	36	Payment Alliance International, Inc.
PAI Logo with "The Trusted Leader in ATM Innovation"	Registered	05-JUN-2017	5558532 11-SEPT-2018	36	Payment Alliance International, Inc.

The Trusted Leader in ATM Innovation					
PAI Logo with "Shaping the Future in ATM Innovation" Shaping the Future of ATM Innovation	Registered	05-JUN-2017	5405484 20-FEB-2018	36	Payment Alliance International, Inc.
VANTAGE TECHNICAL SERVICES 	Pending	08-OCT-2018	88146784	36, 39	Vantage Technical Services Inc.
VANTAGE TECHNICAL SERVICES VANTAGE TECHNICAL SERVICES	Pending	08-OCT-2018	88146839	36, 39	Vantage Technical Services Inc.
eRMS and Design 	Pending	13-DEC-2018	88228758	42	Payment Alliance International, Inc.