

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bill2Pay, LLC		02/01/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC., as the Collateral Agent		
Street Address:	888 Seventh Ave. 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5050557	STREAM	
Registration Number:	4675115	BILL 2 PAY TOTAL PAYMENT SOLUTIONS	
Registration Number:	4671304	BILL2PAY	
Registration Number:	4203893	BILL2TXT	
Registration Number:	3794871	BILL2PAY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	058423-0021		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	02/07/2019		

OP \$140.00 5050557

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

February 1, 2019

WHEREAS, Bill2Pay, LLC, a Florida limited liability company (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 15, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

If any conflict or inconsistency exists between this Grant of Security Interest - Trademarks and the Security Agreement, the Security Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

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BILL2PAY, LLC

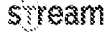


By:



Name: Tullio Purtillo

Title: Vice President and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Owner	Title	App No. App. Date	Reg. No. Reg. Date	Status
BILL2PAY, LLC	STREAM 	86546647 26-FEB-2015	5050557 27-SEP-2016	Registered
BILL2PAY, LLC	BILL2PAY TOTAL PAYMENT SOLUTIONS  <small>total payment solutions</small>	86304948 10-JUN-2014	4675115 20-JAN-2015	Registered
BILL2PAY, LLC	BILL2PAY 	86304952 10-JUN-2014	4671304 13-JAN-2015	Registered
BILL2PAY, LLC	BILL2TXT	85512868 10-JAN-2012	4203893 04-SEP-2012	Registered Supplemental Register
BILL2PAY, LLC	BILL2PAY	77780725 14-JUL-2009	3794871 25-MAY-2010	Registered