

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW E-PAY, LLC		02/28/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	101 North Tryon Street		
<b>Internal Address:</b>	c/o MAC Legal (NC1-001-05-45)		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3159660	TOP-UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	017625.005145		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	02/28/2019		
<b>Total Attachments: 4</b>			
source=Trademark Security Agreement - New E-Pay, LLC to Bank of America, N.A., as Administrative			

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## TRADEMARK SECURITY AGREEMENT

February 28, 2019

WHEREAS, NEW E-PAY, LLC, a Florida limited liability company (the “Grantor”), owns the Trademarks (as defined below), trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among HI Technology Corp, a Georgia corporation, the Grantor, the other Debtors (as defined in the Security Agreement) party thereto and Bank of America, N.A., as administrative agent (the “Secured Party”), the Grantor has granted to the Secured Party a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in and to and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all 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 Secured Party a continuing security interest in all of the Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (a) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark registration, including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

[signature pages follow]

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

GRANTOR:

NEW E-PAY, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

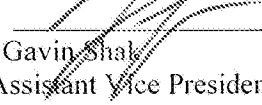
Name: Scott R. Meyerhoff

Title: Authorized Officer

ACKNOWLEDGED AND ACCEPTED:

SECURED PARTY:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Gavin Shak  
Title: Assistant Vice President

Schedule 1  
To  
Trademark Security Agreement

**New E-Pay, LLC**  
**(Florida Limited Liability Company)**

**U.S. Trademark**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
TOP-UP	3159660	10/17/06