

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boost Payment Solutions, Inc.		03/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	North Atlantic Venture Fund V, L.P.		
Street Address:	Two City Center		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4070805	BOOST PAYMENT SOLUTIONS	
Registration Number:	4679227	BOOST INTERCEPT	
Serial Number:	87801093	BOOST	
Serial Number:	87801099	BOOST	
Serial Number:	87801103	BOOST	
Registration Number:	5570103	BOOST PAYMENT SOLUTIONS	
Serial Number:	87801113	DYNAMIC BOOST	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	03/22/2019		

CH \$190.00 4070805

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this “**Agreement**”) is made as of March 21, 2019 by and between BOOST PAYMENT SOLUTIONS, INC., a Delaware corporation, having its principal place of business located at 767 Third Avenue, New York, NY 10017 (the “**Borrower**”), and NORTH ATLANTIC VENTURE FUND V, L.P., a Delaware limited partnership having its principal place of business located at Two City Center, Portland, ME 04101 (the “**Purchaser**”).

All capitalized terms not defined herein but defined in the Pledge and Security Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement**”) by and between the Borrower and the Purchaser, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, pursuant to that certain Purchase Agreement, dated of even date herewith by and between the Borrower and the Purchaser (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Purchase Agreement**”), the Borrower is issuing and selling, and Purchaser is purchasing from the Borrower, that certain 12.00% Subordinated Secured Debenture due March 21, 2025 (the “**Debenture**”), made payable to the order of Purchaser;

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Marks**”); and

WHEREAS, in order to induce the Purchaser to enter into the Purchase Agreement, and as a supplement to the Security Agreement, the Purchaser has requested, and the Borrower has agreed to enter into this Agreement.

NOW, THEREFORE, in order to induce the Purchaser to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Purchaser as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement), the Borrower does hereby grant to the Purchaser a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with and subject to the terms and provisions of the Security Agreement.

2. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Purchaser pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of Purchaser with

respect to the security interest in the Marks 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations (as defined in the Purchase Agreement) and would be owed by the Borrower to Purchaser, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

3. If the Borrower shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply thereto. The Borrower shall give notice in writing to Purchaser in accordance with the terms of the Security Agreement with respect to any such new Marks or renewal or extension of any registration of such Mark. Without limiting the Borrower's obligations under this Section, the Borrower hereby authorizes Purchaser unilaterally to modify this Agreement by amending Schedule 1 to include any such new Mark of the Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Marks, whether or not listed on Schedule 1.

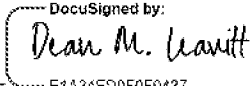
4. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

BORROWER:

BOOST PAYMENT SOLUTIONS, INC.

By:  _____
Name: Dean M. Leavitt
Title: Chief Executive Officer

PURCHASER:

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By: _____
Name: David M. Coit
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

BORROWER:

BOOST PAYMENT SOLUTIONS, INC.

By: _____
Name: Dean M. Leavitt
Title: Chief Executive Officer

PURCHASER:

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS
V, LLC, its General Partner

By:  _____
Name: David M. Coit
Title: Managing Director

[Signature Page to Security Agreement -- Trademarks]

SCHEDULE 1

Trademark	Reg. No.	Date	Status
Boost Payment Solutions	4,070,805	12/13/2011	Complete
Boost Intercept	4,679,227	1/27/2015	Complete
Boost	Ser. No. 87/801093	02/16/2018	Pending
Boost, with design	Ser. No. 87/801099	02/16/2018	Pending
Boost, with color and design	Ser. No. 87/801103	02/16/2018	Pending
Boost Payment Solutions, in Class 036	Reg. No. 5,570,103	02/16/2018	Complete (Registered)
Dynamic Boost	Ser. No. 87/801113	02/16/2018	Pending