

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brightwell Payments Inc.		04/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Suntrust Bank		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3057435	OCEANPAY	
<b>Serial Number:</b>	85342974	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	85342880	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	85489732	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	85978241	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	87445358	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	87443784	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	87568202	BRIGHTWELL	
<b>Serial Number:</b>	87568932	BRIGHTWELL	
<b>Serial Number:</b>	88097113	BRIGHTWELL	
<b>Serial Number:</b>	88097395	BRIGHTWELL	
<b>Serial Number:</b>	86645815	BRIGHTWELL PAYMENTS	
<b>Serial Number:</b>	85490203	BRIGHTWELL PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>	404 873 8500		

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**Email:** trademarks@agg.com  
**Correspondent Name:** Arnall Golden Gregory LLP  
**Address Line 1:** 171 17th Street NW, Suite 2100  
**Address Line 4:** Atlanta, GEORGIA 30363

<b>NAME OF SUBMITTER:</b>	Mary Frances Stirling
<b>SIGNATURE:</b>	/Mary Frances Stirling/
<b>DATE SIGNED:</b>	04/04/2019

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2019, is made by BRIGHTWELL PAYMENTS INC., a Delaware corporation (the “Grantor”), in favor of SunTrust Bank (together with its successors and assigns, “Bank”), pursuant to the Loan and Security Agreement, dated as of April 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and between Grantor and Bank.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, Bank has severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement. In addition, the following terms shall have the following meanings:

“Trademark Licenses” means any and all present and future agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule 1 hereto.

“Trademarks” means, collectively, with respect to Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof, including, without limitation, any thereof referred to in Schedule 1 hereto.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and

hypothecates to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Trademark Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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

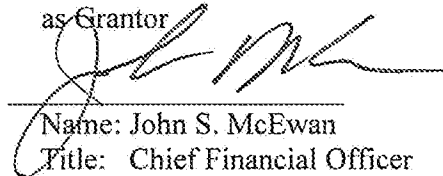
Very truly yours,

BRIGHTWELL PAYMENTS, INC.

a Delaware corporation

as Grantor

By:

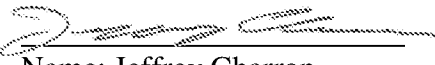


Name: John S. McEwan  
Title: Chief Financial Officer

[CORPORATE SEAL]

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK

By:   
Name: Jeffrey Charron  
Title: Senior Vice President

SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Serial No. / Application No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Jurisdiction</u>
OCEANPAY	3057435	2/7/2006	BRIGHTWELL PAYMENTS, INC.	USA
Brightwell Payments	85342974	3/20/2012	BRIGHTWELL PAYMENTS, INC.	USA
Brightwell Payments	85342880	6/10/2011	BRIGHTWELL PAYMENTS, INC.	USA
 BRIGHTWELL PAYMENTS	85489732	12/7/2011	BRIGHTWELL PAYMENTS, INC.	USA
 BRIGHTWELL PAYMENTS	85978241	1/22/2013	BRIGHTWELL PAYMENTS, INC.	USA
Brightwell Payments	87445358	2/27/2018	BRIGHTWELL PAYMENTS, INC.	USA
Brightwell Payments	87443784	3/6/2018	BRIGHTWELL PAYMENTS, INC.	USA
BRIGHTWELL	87568202	8/14/2017	BRIGHTWELL PAYMENTS, INC.	USA
BRIGHTWELL	87568932	8/15/2017	BRIGHTWELL PAYMENTS, INC.	USA
 brightwell	88097113	8/29/2018	BRIGHTWELL PAYMENTS, INC.	USA
 brightwell	88097395	8/29/2018	BRIGHTWELL PAYMENTS, INC.	USA
	Canada TM Reg. No. TMA752033	11/3/2009	BRIGHTWELL PAYMENTS, INC.	Canada
	Mexico TM App. No. 663031	6/23/2004	BRIGHTWELL PAYMENTS, INC.	Mexico
 BRIGHTWELL PAYMENTS	86645815	5/29/2015	BRIGHTWELL PAYMENTS, INC.	USA
 BRIGHTWELL PAYMENTS	85490203	12/8/2011	BRIGHTWELL PAYMENTS, INC.	USA