

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Higher One, Inc.		04/30/2019	Corporation: DELAWARE
CardSmith, LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2405644	CASHNET	
Registration Number:	2493262	CASHNET	
Registration Number:	3203941	CASHNET...ANY PAYMENT, ANYTIME, ANYWHERE	
Registration Number:	3747184	CAMPUS CASH	
Registration Number:	3499682	MORE SERVICE. LESS SYSTEM.	
Registration Number:	4844369	CARDSMITH	
Registration Number:	2524672	HIGHER ONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111779-2731-BC15		
NAME OF SUBMITTER:	Peter Giovine		

CH \$190.00 2405644

SIGNATURE:	/Peter Giovine/
DATE SIGNED:	04/30/2019
Total Attachments: 6 source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page1.tif source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page2.tif source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page3.tif source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page4.tif source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page5.tif source=6. Project Vega - First Lien IPSA (Patents and Trademarks) (EXECUTED) (002)#page6.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 30, 2019, between the signatories hereto (collectively, the “Grantors”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of April 30, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other Grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantors’ right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantors hereby grant to the Collateral Agent a security interest in all of such Grantors’ right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property;

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein; and

(c) and all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property, or in the case of Trademarks, unfair competition regarding the same.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

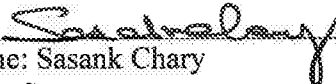
SECTION 4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page 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 written above.

TRANSACTION HOLDINGS INC.
HIGHER ONE, INC.
CARDSMITH, LLC,
as Grantors


By:  _____
Name: Sasank Chary
Title: Secretary

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS AND TRADEMARKS)]

TRADEMARK
REEL: 006633 FRAME: 0164

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Michael Strobel
Title: Vice President

SCHEDULE 1

TRADEMARKS

Registrations and Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
Higher One, Inc.	2,405,644	75/737292	CASHNET	November 21, 2000
Higher One, Inc.	2,493,262	75/734270	CASHNET	September 25, 2001
Higher One, Inc.	3,203,941	78/853462	CASHNET...ANY PAYMENT, ANYTIME, ANYWHERE	January 30, 2007
CardSmith, LLC	3,747,184	77/149,590	CAMPUS CASH	February 9, 2010
CardSmith, LLC	3,499,682	77/149588	MORE SERVICE. LESS SYSTEM.	September 9, 2008
CardSmith, LLC	4,844,369	86/507184	CARDSMITH	November 3, 2015
Higher One, Inc.	2,524,672	76/135740	HIGHER ONE	January 1, 2002

SCHEDULE 2

PATENTS

Registrations and Applications:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
Transact Holdings Inc.	9129090	Distributed Service Point Transaction System
Transact Holdings Inc.	8763070	Electronic Transactions System