

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuvei Technologies Corp.		07/01/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	c/o BMO Toronto Agency Services		
Internal Address:	250 Yonge Street, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Canadian National Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4747779	KALOOT	
Registration Number:	4747784	KALOOT	
Registration Number:	3091450	PIVOTAL PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	958279-600049		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	07/01/2019		
Total Attachments: 5			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of July 1, 2019 (this "Agreement"), by Nuvei Technologies Corp., a corporation constituted in accordance with the laws of Canada (the "Grantor") in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the "Grantors" party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined below) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, anticipated to be dated on or before the Initial SafeCharge Acquisition Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, the Grantor, Pivotal Refi LP, a Delaware limited partnership ("Refi LP"), Nuvei Technologies Inc., a Delaware corporation ("NTI") and together with Refi LP, collectively, the "U.S. Borrower"; the U.S. Borrower, together with the Grantor, the "Borrowers", the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

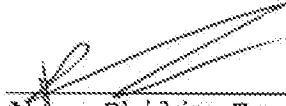
SECTION 5. *Failure to Consummate the SafeCharge Acquisition.* Notwithstanding anything in this Agreement or any other Loan Document to the contrary, if the SafeCharge Acquisition is not consummated prior to the expiry of the Certain Funds Period, the parties hereto hereby acknowledge and agree that this Agreement shall, upon the expiry of the Certain Funds Period, automatically terminate, without any action required by any party hereto, and this Agreement shall be of no force and effect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUVEI TECHNOLOGIES CORP., a corporation
constituted in accordance with the laws of Canada

By:



Name: Philip Fayer
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006683 FRAME: 0579

Consented to and Accepted:

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: Naghmeh Hashemifard
Title: Managing Director

**SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
KALOOT	86423370	10/14/2014	4747779	6/2/2015
KALOOT	86423430	10/14/2014	4747784	6/2/2015
PIVOTAL PAYMENTS	78503809	10/21/2004	3091450	5/9/2006

Trademark Applications

None.