

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Value Payment Systems, LLC		07/09/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4546845	VPS	
Registration Number:	4599031	PAYUSATAX	
Registration Number:	4421334	PAYUSATAX	
Registration Number:	4599027	EDUCATIONBILLPAY	
Registration Number:	4520205	EDUCATIONBILLPAY	
Registration Number:	4599026	PAYLOCALGOV	
Registration Number:	4520189	PAYLOCALGOV	
Registration Number:	4520118	PROPERTYBILLPAY	
Registration Number:	4599019	PROPERTYBILLPAY	
Registration Number:	4630657	VALUE PAYMENT SYSTEMS	
Registration Number:	4578387	VALUE PAYMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		

CH \$290.00 4546845

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0411

NAME OF SUBMITTER: Gayle D Grocke

SIGNATURE: /gdg/

DATE SIGNED: 07/09/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2019 (this “Trademark Security Agreement”), by and among the Grantors party hereto and Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among Government Brands, LLC, a Delaware limited liability company (the “Borrower”), Government Brands Intermediate, LLC, a Delaware limited liability company (“Holdings”), each of the other Grantors from time to time party thereto and the Administrative Agent.

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto, the Administrative Agent and Antares Holdings LP, as Swingline Lender.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any “intent-to-use” applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the 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. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

[Signature Pages to Follow]

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

**COURT INNOVATIONS INCORPORATED
BILL2PAY, LLC
VALUE PAYMENT SYSTEMS, LLC
SOFTWARE CONSULTING ASSOCIATES INC.**

By: 
Name: David Winters
Title: Chief Financial Officer

QSCEND TECHNOLOGIES, INC.

By: 
Name: David Winters
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006688 FRAME: 0842**






ANTARES CAPITAL LP,
as Administrative Agent


By: 
Name: _____
Title: Jase Morris
Duly Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

Grantor	Trademark	Country	Status	Filing Date / Registration Date	Application No./ Registration No.
Court Innovations Incorporated	 Matterhorn <small>BY COURT INNOVATIONS</small>	United States	Registered	3/20/2015 2/23/2016	86/571578 4906190
Court Innovations Incorporated	 Matterhorn <small>BY COURT INNOVATIONS</small>	United States	Registered	3/20/2015 2/23/2016	86/571564 4906189
Bill2Pay, LLC		United States	Registered	2/26/2015 9/27/2016	86/546647 5050557
Bill2Pay, LLC	 Bill2Pay <small>total payment solutions</small>	United States	Registered	6/10/2014 1/20/2015	86/304948 4675115
Bill2Pay, LLC	 Bill2Pay	United States	Registered	6/10/2014 1/13/2015	86/304952 4671304
Bill2Pay, LLC	BILL2PAY	United States	Registered	7/14/2009 5/25/2010	77/780725 3794871
Value Payment Systems, LLC	VPS	United States	Registered	9/17/2013 6/10/2014	86/066821 4546845
Value Payment Systems, LLC	payUSAtax	United States	Registered	3/1/2013 9/2/2014	85/864100 4599031

Grantor	Trademark	Country	Status	Filing Date / Registration Date	Application No./ Registration No.
Value Payment Systems, LLC		United States	Registered	3/1/2013 10/22/2013	85/864143 4421334
Value Payment Systems, LLC	EducationBillPay	United States	Registered	2/25/2013 9/2/2014	85/859277 4599027
Value Payment Systems, LLC		United States	Registered	2/25/2013 4/29/2014	85/859356 4520205
Value Payment Systems, LLC	paylocalgov	United States	Registered	2/22/2013 9/2/2014	85/857239 4599026
Value Payment Systems, LLC		United States	Registered	2/22/2013 4/29/2014	85/857304 4520189
Value Payment Systems, LLC		United States	Registered	2/6/2013 4/29/2014	85/842183 4520118
Value Payment Systems, LLC	PropertyBillPay	United States	Registered	2/1/2013 9/2/2014	85/838898 4599019
Value Payment Systems, LLC		United States	Registered	1/30/2013 11/4/2014	85/836634 4630657
Value Payment Systems, LLC	VALUE PAYMENT SYSTEMS	United States	Registered	1/29/2013 8/5/2014	85/834803 4578387

Grantor	Trademark	Country	Status	Filing Date / Registration Date	Application No./ Registration No.
qscend technologies, inc.	QALERT	United States	Registered	9/5/2006 7/17/2007	76/665632 3263943
qscend technologies, inc.	QCONTENT	United States	Registered	12/23/2005 2/27/2007	76/652410 3212109
qscend technologies, inc.	QSCEND	United States	Registered	11/15/2005 2/27/2007	76/650344 3212102

U.S. Trademark Applications

Grantor	Trademark	Country	Status	Filing Date	Application No.
Software Consulting Associates Inc.	CITY SQUARED	United States	Pending	4/8/2018	87/867506