

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marlin Acquirer LLC		07/11/2019	Limited Liability Company: DELAWARE
M & A Ventures, LLC		07/11/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	245 Peachtree Center Ave., NE, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4018090	PAYMAXX PRO	
Registration Number:	4694341	T2P	
Registration Number:	4560859	PAYMAXX PAY	
Registration Number:	5664006	PAYMAXX	
Registration Number:	5253525	REPAY REALTIME ELECTRONIC PAYMENTS	
Registration Number:	5253524	REPAY	
Registration Number:	5562640	REPAY REALTIME ELECTRONIC PAYMENTS	
Serial Number:	88489875	INSTANT FUNDING	
Serial Number:	88487480	CLICK TO PAY. CLICK TO FUND.	
Serial Number:	88487479	TOMORROW'S PAYMENT TECHNOLOGY, TODAY.	
Serial Number:	88487476	ACCEPT PAYMENTS. ANYWHERE. ANYTIME.	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723428		
Email:	TKirillova@KSLAW.com		

OP \$290.00 4018090

Correspondent Name: Tatyana Kirillova, Paralegal
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Tatyana Kirillova

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 07/11/2019

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2019 (this “Security Agreement”), is made by Marlin Acquirer LLC, a Delaware limited liability company (“Marlin”), and M&A Ventures, LLC, a Georgia limited liability company (“M&A Ventures”; together with Marlin, each, a “Grantor”, and collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, TB Acquisition Merger Sub LLC, a Delaware limited liability company (“Merger Sub”), as the Borrower prior to the consummation of the Closing Date Merger (as such terms are defined in the Credit Agreement), Hawk Parent Holdings LLC, a Delaware limited liability company (“Hawk Parent”), as the Borrower following the consummation of the Closing Date Merger, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of July 11, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors, Merger Sub, Hawk Parent and certain subsidiaries of the Borrower party thereto have entered into that Guaranty and Security Agreement, dated as of July 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a 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 such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I 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 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 Trademark Licenses subject to a security interest hereunder.


Section 6 Counterparts. This 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 7 Governing Law. This 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 New York.

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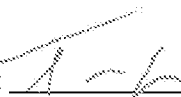
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARLIN ACQUIRER LLC

By: 

Name: Timothy Murphy
Title: Chief Financial Officer

M&A VENTURES, LLC

By: 

Name: Timothy Murphy
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____

Name:

Andrew J. Jones

Title:

MANAGING DIRECTOR

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

MARLIN ACQUIRER LLC

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record
PAYMAXX PRO	United States Patent and Trademark Office	Live	4018090 / 85065086	8/30/2011 / 6/17/2010	Marlin Acquirer LLC
T2P	United States Patent and Trademark Office	Live	4694341 / 86152587	3/3/2015 / 12/26/2013	Marlin Acquirer LLC
PAYMAXX PAY	United States Patent and Trademark Office	Live	4560859 / 85726997	7/1/2014 / 9/12/2012	Marlin Acquirer LLC
PAYMAXX	United States Patent and Trademark Office	Live	5664006/ 87334983	01/29/2019 / 2/12/2017	Marlin Acquirer LLC

M&A VENTURES, LLC

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record
REPAY REALTIME ELECTRONIC PAYMENTS	United States Patent and Trademark Office	Live	5253525/ 86528798	08/01/2017/ 02/09/2015	M&A Ventures, LLC
REPAY	United States Patent and Trademark Office	Live	5253524/ 86528791	08/01/2017/ 02/09/2015	M&A Ventures, LLC
REPAY REALTIME ELECTRONIC PAYMENTS	United States Patent and Trademark Office	Live	5562640/ 87674800	9/11/2018/ 11/7/2017	M&A Ventures, LLC
INSTANT FUNDING	United States Patent and Trademark Office	Live (pending registration)	88489875	6/26/2019 (filed)	M&A Ventures, LLC

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record
CLICK TO PAY. CLICK TO FUND.	United States Patent and Trademark Office	Live (pending registration)	88487480	6/25/2019 (filed)	M&A Ventures, LLC
TOMORROW'S PAYMENT TECHNOLOGY, TODAY.	United States Patent and Trademark Office	Live (pending registration)	88487479	6/25/2019 (filed)	M&A Ventures, LLC
ACCEPT PAYMENTS. ANYWHERE. ANYTIME.	United States Patent and Trademark Office	Live (pending registration)	88487476	6/25/2019 (filed)	M&A Ventures, LLC

II. TRADEMARK APPLICATIONS

None.