

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear OpCo LLC		10/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Administrative Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4055330	BILLHIGHWAY	
Registration Number:	4398747	BILLHIGHWAY ENTERPRISE	
Registration Number:	4389439	BILLHIGHWAY GIVE	
Registration Number:	4272414	BILLHIGHWAY PREPAID CARD	
Registration Number:	4373484	BILLHIGHWAYS SAFE	
Registration Number:	4268379	HEALTHY FINANCIALS. MISSION ACCOMPLISHED	
Registration Number:	3010966	INTERSTATE APH	
Registration Number:	4377659		
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0038		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 4055330

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/14/2019
Total Attachments: 5 source=Billhighway - Trademark Security Agreement (10.10.19)#page1.tif source=Billhighway - Trademark Security Agreement (10.10.19)#page2.tif source=Billhighway - Trademark Security Agreement (10.10.19)#page3.tif source=Billhighway - Trademark Security Agreement (10.10.19)#page4.tif source=Billhighway - Trademark Security Agreement (10.10.19)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of TPG Specialty Lending, Inc., a Delaware corporation, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of October 10, 2019, among Grantor, Bear Intermediate Holdings LLC, a Delaware limited liability company (“Intermediate Holdings”), Subsidiaries of Intermediate Holdings that are or may from time to time become party thereto, Bear BH Holdings LLC, a Delaware limited liability company and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:


"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; (b) the right to obtain all renewals or extensions thereof; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) all Proceeds of the foregoing, including without limitation, income, royalties, claims, damages, payments and proceeds of suit now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (e) the right to sue for past, present and future infringements and dilutions thereof; and (f) all of Grantor's rights corresponding thereto throughout the world

[Signature pages follow]

The Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

BEAR OPCO LLC,
a Delaware limited liability company,
as the Grantor

By: 
Name: Trevor Rich
Title: Authorized Officer



Acknowledged:

TPG SPECIALTY LENDING, INC., as
Administrative Agent

By: _____
Name: Robert (Bo) Stanley
Title: President

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Bear OpCo LLC	BILLHIGHWAY	85217637	4055330	January 14, 2011	November 15, 2011
Bear OpCo LLC	BILLHIGHWAY ENTERPRISE	85693740	4398747	August 2, 2012	September 10, 2013
Bear OpCo LLC	BILLHIGHWAY GIVE	85693737	4389439	August 2, 2012	August 20, 2013
Bear OpCo LLC	BILLHIGHWAY PREPAID CARD	85693734	4272414	August 2, 2012	January 8, 2013
Bear OpCo LLC	BILLHIGHWAYS SAFE	85624090	4373484	May 14, 2012	July 23, 2013
Bear OpCo LLC	HEALTHY FINANCIALS. MISSION ACCOMPLISHED	85704975	4268379	August 16, 2012	January 1, 2013
Bear OpCo LLC	INTERSTATE APH 	78431907	3010966	June 8, 2004	November 1, 2005
Bear OpCo LLC	Design Only 	85698079	4377659	August 8, 2012	July 30, 2013