

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NxGen A Transaction Company		10/31/2019	Corporation: MISSOURI
First Financial Merchant Services, LLC		10/31/2019	Limited Liability Company: DELAWARE
Payroc LLC		10/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Audax Private Debt LLC
Street Address:	101 Huntington Ave., 25th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5533266	WORLD ACCESS
Registration Number:	4219773	CANADA CERTIFIED
Registration Number:	4090660	PAYSCAPE
Registration Number:	4104935	PAYSCAPE
Registration Number:	4367938	REDEFINING THE PAYMENT LANDSCAPE
Registration Number:	4814819	PAYROC STABILITY IN PAYMENTS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/01/2019
Total Attachments: 7 source=11. TPO - Trademark Security Agreement (Executed)#page1.tif source=11. TPO - Trademark Security Agreement (Executed)#page2.tif source=11. TPO - Trademark Security Agreement (Executed)#page3.tif source=11. TPO - Trademark Security Agreement (Executed)#page4.tif source=11. TPO - Trademark Security Agreement (Executed)#page5.tif source=11. TPO - Trademark Security Agreement (Executed)#page6.tif source=11. TPO - Trademark Security Agreement (Executed)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. NxGen A Transaction Company
- 2. First Financial Merchant Services, LLC
- 3. Payroc LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-MO; 2. LLC DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 31, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Audax Private Debt LLC

Street Address: 101 Huntington Ave., 25th Floor

City: Boston

State: MA

Country: USA Zip: 02199

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

October 31, 2019

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2019 (this “Security Agreement”), is made by the undersigned (each, a “Grantor”), in favor of AUDAX PRIVATE DEBT LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Guaranty and Security Agreement referred to below).

WHEREAS, NxGen Buyer, Inc., a Delaware corporation (the “NxGen Borrower”), Payroc Buyer, LLC, a Delaware limited liability company (the “Payroc Borrower”), Payscape Buyer, Inc., a Delaware corporation (the “Payscape Borrower” and with the NxGen Borrower, the Payroc Borrower, each a “U.S. Borrower” and collectively, the “U.S. Borrowers”), Winterland Buyer, Inc., a company formed under the corporate laws of British Columbia (the “Canadian Borrower” and with the U.S. Borrowers, each a “Borrower” and collectively, the “Borrowers”) Payscape Borrower as the Borrower Representative, TPO Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), NxGen Holdco, Inc., a Delaware corporation (“Intermediate Holdings 1”), NxGen Guarantor, Inc., a Delaware corporation (“Intermediate Holdings 2”), Payscape Guarantor, LLC, a Delaware limited liability company (“Intermediate Holdings 3”), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Second Lien Credit Agreement, dated as of the date hereof (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 U.S. Borrowers and certain of their Subsidiaries, including each Grantor, have entered into the Second Lien Guaranty and Security Agreement, dated as of the date hereof (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 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 each 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 Grantors Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors 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.

[Remainder of page intentionally left blank]

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.

NXGEN A TRANSACTION COMPANY

By: _____
Name: Thomas P. Nitopi
Title: Chief Executive Officer

FIRST FINANCIAL MERCHANT SERVICES, LLC

By: _____
Name: Thomas P. Nitopi
Title: Chief Executive Officer

PAYROC LLC

By: _____
Name: Craig Hamilton
Title: Treasurer

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.

NXGEN A TRANSACTION COMPANY

By: _____
Name: Thomas P. Nitopi
Title: Chief Executive Officer

FIRST FINANCIAL MERCHANT SERVICES, LLC

By: _____
Name: Thomas P. Nitopi
Title: Chief Executive Officer

PAYROC LLC

By:  _____
Name: Craig Hamilton
Title: Treasurer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

AUDAX PRIVATE DEBT LLC, as Administrative Agent

By: *[Handwritten Signature]*
Name:
Title:

SCHEDULE I

Trademarks

I. U.S. TRADEMARK REGISTRATIONS

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
WORLD ACCESS and Design 	87556419 5533266 United States	4-Aug-2017 7-Aug-2018	NXGEN A TRANSACTION COMPANY	Registered
CANADA CERTIFIED	85605493 4219773 United States	23-APR- 2012 2-OCT-2012	NXGEN A TRANSACTION COMPANY	Registered (Supplemental Register)
PAYSCAPE	85347052 4090660 United States	15-JUN-2011 24-JAN-2012	FIRST FINANCIAL MERCHANT SERVICES, LLC	Registered
PAYSCAPE and Design	85347067 4104935 United States	15-JUN-2011 28-FEB-2012	FIRST FINANCIAL MERCHANT SERVICES, LLC	Registered
REDEFINING THE PAYMENT LANDSCAPE	85785300 4367938 United States	21-NOV-2012 16-JUL-2013	FIRST FINANCIAL MERCHANT SERVICES, LLC	Registered
PAYROC STABILITY IN PAYMENTS and Design	86467777 4814819 United States	1-DEC-2014 15-SEP-2015	PAYROC LLC	Registered

II. U.S. TRADEMARK APPLICATIONS

None.