

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchant-Link, LLC		12/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4282386	TRANSACTIONVAULT	
Registration Number:	4112889	TRANSACTIONSHIELD	
Serial Number:	88161924	TRANSACTIONLINK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	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		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/26/2019		
Total Attachments: 7			
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page1.tif			
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page2.tif			

OP \$90.00 4282386

source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page3.tif
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page4.tif
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page5.tif
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page6.tif
source=Shift4 - Second Lien Joinder IP Security Agreement [Executed] (Trademark)#page7.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 13, 2019, (this “Agreement”), by Merchant-Link, LLC, a Delaware limited liability company (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), 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 November 30, 2017 (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 Loan Parties party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Lighthouse Network, LLC, a Delaware limited liability company, as the Borrower, the Lenders from time to time party thereto and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien 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;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. 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.

[Signature Pages Follow]

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

MERCHANT-LINK, LLC

By: 
Name: Jordan Frankel
Title: Assistant Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
Merchant-Link, LLC	4282386 1/29/2013	TRANSACTIONVAULT
Merchant-Link, LLC	4112889 3/13/2012	TRANSACTIONSHIELD

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO / DATE	TRADEMARK
Merchant-Link, LLC	88161924 10/19/2018	TRANSACTIONLINK

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER/DATE	PATENT
Merchant-Link, LLC	7,451,481 11/11/2008	DATABASE SYSTEM AND METHOD FOR ENCRYPTION AND PROTECTION OF CONFIDENTIAL INFORMATION
Merchant-Link, LLC	8,010,791 8/30/2011	DATABASE SYSTEM AND METHOD FOR ENCRYPTION AND PROTECTION OF CONFIDENTIAL INFORMATION
Merchant-Link, LLC	8,417,947 4/9/2013	ELECTRONIC AUTHORIZATION SYSTEM AND METHOD
Merchant-Link, LLC	8,726,018 5/13/2014	ELECTRONIC AUTHORIZATION SYSTEM AND METHOD
Merchant-Link, LLC	9,589,257 3/7/2017	ELECTRONIC AUTHORIZATION SYSTEM AND METHOD
Merchant-Link, LLC	8,726,018 5/13/2014	ELECTRONIC AUTHORIZATION SYSTEM AND METHOD
Merchant-Link, LLC	8,346,671 1/1/2013	SYSTEM AND METHOD FOR POINT-TO-POINT ENCRYPTION WITH ADJUNCT TERMINAL

PATENT APPLICATIONS

APPLICANT	APPLICATION NO./DATE	DESCRIPTION
Merchant-Link, LLC	15/451,070 3/6/2017	ELECTRONIC AUTHORIZATION SYSTEM AND METHOD

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.