

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest - Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Factor Systems, Inc.		01/17/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPG Specialty Lending, Inc., as Collateral Agent		
<b>Street Address:</b>	888 Seventh Avenue, 35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3397408	BILLTRUST	
<b>Serial Number:</b>	88568082	BILLTRUST	
<b>Registration Number:</b>	5620845	CREDIT2B	
<b>Serial Number:</b>	88568463		
<b>Registration Number:</b>	5674011	INVOICE CENTRAL	
<b>Registration Number:</b>	4183134	INVOICENTRAL	
<b>Registration Number:</b>	2381119	OPEN SCAN	
<b>Registration Number:</b>	5252004	QUANTUM PAYMENT CYCLE MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058423-0042		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		

OP \$215.00 3397408

<b>DATE SIGNED:</b>	01/17/2020
<b>Total Attachments: 3</b> source=Billtrust - Trademark Security Agreement Executed#page1.tif source=Billtrust - Trademark Security Agreement Executed#page2.tif source=Billtrust - Trademark Security Agreement Executed#page3.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

January 17, 2020

WHEREAS, FACTOR SYSTEMS, INC. d/b/a Billtrust, a Delaware corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of January 17, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

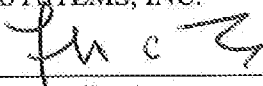
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

FACTOR SYSTEMS, INC.

By:   
Name: Flint A. Lane  
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
BILLTRUST	35, 36	77129786 13-MAR-2007	3397408 18-MAR-2008
BILLTRUST	42	88568082 06-AUG-2019	
CREDIT2B	36	87819979 05-MAR-2018	5620845 04-DEC-2018
Design Only 	35, 36, 42	88568463 06-AUG-2019	
INVOICE CENTRAL	42	87947352 04-JUN-2018	5674011 12-FEB-2019
INVOICENTRAL	42	85491374 09-DEC-2011	4183134 31-JUL-2012
OPEN SCAN	9, 42	75738024 06-JUL-1999	2381119 29-AUG-2000
QUANTUM PAYMENT CYCLE MANAGEMENT	9	86967617 07-APR-2016	5252004 25-JUL-2017