

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortis Payment Systems, LLC		02/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5779874	FORTISPAY	
Registration Number:	5779875	FORTISPAY STRENGTH IN PAYMENTS	
Registration Number:	5793853	ZEAMSTER	
Registration Number:	5793854	Z ZEAMSTER	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1785638-0029-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	02/13/2020		
Total Attachments: 5	source=Trademark Security Agreement#page1.tif		

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of February 13, 2020, by Fortis Payment Systems, LLC, a Delaware limited liability company (“**Grantor**”), in favor of BMO Harris Bank N.A., in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Fortis Payment Systems, LLC, a Delaware limited liability company (together with its successors and assigns, the “**Borrower**”), Tiger Intermediate HoldCo LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loan**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all Trademarks (as defined in the Guarantee and Collateral Agreement) other than any Excluded Property, which shall include, without limitation, each registration and application identified in Schedule A attached hereto;

(b) all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTIS PAYMENT SYSTEMS, LLC, a
Delaware limited liability company

By: 

Name: James N. Iso

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006864 FRAME: 0179

Agreed and accepted as of
the date first written above:

BMO HARRIS BANK N.A., as Agent



By: _____

Name: Anthony Dayrit


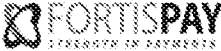


Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006864 FRAME: 0180

SCHEDULE A

Trademarks

GRANTOR / OWNER	MARK	REGISTRATION NUMBER / REGISTRATION DATE	APPLICATION NUMBER / APPLICATION DATE	STATUS
FORTIS PAYMENT SYSTEMS, LLC	FORTISPAY 	5779874 18-JUN-2019	88170990 26-OCT-2018	Registered
FORTIS PAYMENT SYSTEMS, LLC	FORTIS PAY STRENGTH IN PAYMENTS 	5779875 18-JUN-2019	88170992 26-OCT-2018	Registered
FORTIS PAYMENT SYSTEMS, LLC ¹	ZEAMSTER 	5793853 02-JUL-2019	88216733 04-DEC-2018	Registered
FORTIS PAYMENT SYSTEMS, LLC ²	Z ZEAMSTER 	5793854 02-JUL-2019	88216735 04-DEC-2018	Registered

¹ NTD: Trademark Assignment, by OLU Technology Solutions, LLC in favor of Fortis Payment Systems, LLC, filed with USPTO 1/30/2020. Evidence of recordation pending.

² NTD: Trademark Assignment, by OLU Technology Solutions, LLC in favor of Fortis Payment Systems, LLC, filed with USPTO 1/30/2020. Evidence of recordation pending.