

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571635

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Merchant Services of California, LLC		04/03/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South, Suite 800		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Chartered Bank: TENNESSEE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2943517	YOUR PATH TO SUPERIOR SERVICE AND TECHNO	
<b>Registration Number:</b>	2982708	UMS	
<b>Registration Number:</b>	2966053	UMS BANKING - PAYMENT PROCESSING SERVICE	
<b>Registration Number:</b>	2991334	UMS BANKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	hderrick@gstrm.com		
<b>Correspondent Name:</b>	Gullett Sanford Robinson & Martin PLLC		
<b>Address Line 1:</b>	150 Third Avenue South, Suite 1700		
<b>Address Line 2:</b>	Heather Derrick		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>NAME OF SUBMITTER:</b>	Heather A. Derrick		
<b>SIGNATURE:</b>	/Heather A. Derrick/		
<b>DATE SIGNED:</b>	04/13/2020		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 3, 2020, by United Merchant Services of California, LLC, a Delaware limited liability company ("Pledgor"), in favor of PINNACLE BANK ("Lender").

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Loan and Security Agreement dated May 22, 2019, and amended by the Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Indebtedness, Pledgor hereby pledges and grants to the Lender a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of Pledgor (collectively, "Trademark Collateral");

- (a) Trademarks of Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clause.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement.

SECTION 4. Termination. Upon the payment in full of the Indebtedness and termination of the Loan Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

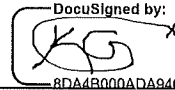
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Tennessee, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNITED MERCHANT SERVICES OF CALIFORNIA, LLC**  
a Delaware limited liability company

DocuSigned by:  


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Accepted:

**PINNACLE BANK**

By: \_\_\_\_\_  
Bryan L. Bean, Senior Vice President

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNITED MERCHANT SERVICES OF  
CALIFORNIA, LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Accepted:

**PINNACLE BANK**

By:  \_\_\_\_\_  
Bryan L. Bean, Senior Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TITLE
United Merchant Services of California, LLC	2943517	
United Merchant Services of California, LLC	2982708	
United Merchant Services of California, LLC	2966053	
United Merchant Services of California, LLC	2991334	

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TITLE