

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flashbanc, LLC		04/03/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South, Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5564320	FLASHBANC CHARGE INTO THE FUTURE	
Registration Number:	4616636	FLASHBANC CHARGE INTO THE FUTURE	
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>			
Email:	hderrick@gprm.com		
Correspondent Name:	Gullett Sanford Robinson & Martin PLLC		
Address Line 1:	150 Third Avenue South, Suite 1700		
Address Line 2:	Heather Derrick		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Heather A. Derrick		
SIGNATURE:	/Heather A. Derrick/		
DATE SIGNED:	04/13/2020		
Total Attachments: 5			
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source=GSRM-PDC-#808001-v1-Flashbanc_Trademark_to_File#page2.tif			
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OP \$65.00 5564320

Trademark Security Agreement

Trademark Security Agreement, dated as of April 3, 2020, by Flashbanc, LLC, a Florida limited liability company ("Pledgor"), in favor of PINNACLE BANK ("Lender").

W I T N E S S E T H:

Whereas, the Pledgor is required to execute and deliver this Trademark Security Agreement in favor of the Lender pursuant 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 by and among Celero Commerce LLC, a Delaware limited liability company, United Merchant Services of California, LLC, a Delaware limited liability company, RazorSyn, LLC, a Delaware limited liability company, and Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan 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.

FLASHBANC, LLC
a Florida limited liability company

DocuSigned by:


By: _____
8DA4B000ADA9408...

Name: _____

Title: _____

Agreed to and Accepted:

PINNACLE BANK

By: _____
Bryan L. Bean, Senior Vice President

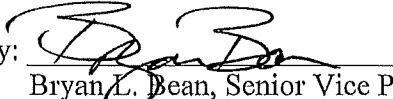
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLASHBANC, LLC
a Florida 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
Flashbanc, LLC	5564320	
Flashbanc, LLC	4616636	

Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE