

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Loyale Healthcare, LLC		04/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Northwestern Mutual Life Insurance Company, as Collateral Agent		
<b>Street Address:</b>	720 East Wisconsin Avenue		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5492811	LOYALE	
<b>Serial Number:</b>	87112100	LOYALE PFM	
<b>Registration Number:</b>	5459703	LOYALE PATIENT FINANCIAL MANAGER	
<b>Registration Number:</b>	5532084	EPAY HEALTHCARE	
<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>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1209418 2L		
<b>NAME OF SUBMITTER:</b>	Rick Harrison		
<b>SIGNATURE:</b>	/Rick Harrison/		
<b>DATE SIGNED:</b>	04/15/2020		

OP \$115.00 5492811

**Total Attachments: 6**

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page2.tif

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page3.tif

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page4.tif

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page5.tif

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page6.tif

source=#93139142v1 - (2L Trademark Supp Loyale Healthcare)#page7.tif

**SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT** (this "Trademark Security Agreement Supplement") dated April 14, 2020, is made by the Person listed on the signature page hereof in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Collateral Agent (defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, REVSPRING, INC., a Delaware corporation (the "Borrower") and EMPOWER PAYMENTS INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), have entered into the Second Lien Credit Agreement dated as of October 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Administrative Agent and Collateral Agent (in such capacity, the "Collateral Agent"). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by (i) that certain Second Lien Security Agreement dated as of October 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement dated as of October 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in each case, among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the undersigned has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such undersigned, and has agreed thereunder to execute this Trademark Security Agreement Supplement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

Section 1. Grant of Security. The undersigned hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the undersigned hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such undersigned's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Additional Collateral"):

- (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration

that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(ii) all extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such undersigned accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the undersigned under this Trademark Security Agreement Supplement secures the payment of all Secured Obligations of such undersigned now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement Supplement secures, as to the undersigned, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such undersigned to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 3. Supplement to Trademark Security Agreement. The undersigned has attached hereto supplemental Schedule I to Schedule I to the Trademark Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental schedule has been prepared by the undersigned in substantially the form of Schedule I to the Trademark Security Agreement and is complete and correct in all material respects.

Section 4. Recordation. The undersigned authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement Supplement.

Section 5. Execution in Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by electronic transmission means, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The undersigned does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and

remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 7. Governing Law; Jurisdiction; Etc.

(a) THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 7. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

LOYALE HEALTHCARE, LLC

By: Scott MacKenzie  
Name: Scott MacKenzie  
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement Supplement -- Loyale Healthcare, LLC]

**Schedule I**

**Trademarks**

	<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	LOYALE	87/107172 July 18, 2016	5492811 June 12, 2018	Registered	Loyale Healthcare, LLC
2.	LOYALE PFM	87/112100 July 21, 2016		Pending	Loyale Healthcare, LLC
3.	LOYALE PATIENT FINANCIAL MANAGER	87/112106 July 21, 2016	5459703 May 1, 2018	Registered	Loyale Healthcare, LLC
4.	EPAY HEALTHCARE	87546881 July 28, 2017	5532084 July 31, 2018	Registered	Loyale Healthcare, LLC