

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYWIRE CORPORATION		05/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	53 State Street, 28th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5714761	F	
Registration Number:	5714758	FLYWIRE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1221827 TM B		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	05/18/2020		
Total Attachments: 3			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of May 18, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 53 State Street, 28th Floor, Boston, Massachusetts 02109 (“Bank”) and **FLYWIRE CORPORATION**, a Delaware corporation with its principal place of business located at 141 Tremont Street, 10th Floor, Boston, MA 02111 (“Grantor”).

Recitals

A. Grantor has entered into that certain Loan and Security Agreement by and among Bank, Grantor, and Flywire Payments Corporation dated as of January 16, 2018, as amended by that certain Joinder and First Amendment to Loan and Security Agreement and among Bank, Grantor, Flywire Payments Corporation, and OnPlan Holdings, LLC, dated as of April 25, 2018, and as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement and among Bank, Grantor, Flywire Healthcare Corporation, Flywire Payments Corporation, OnPlan Holdings, LLC, and Simplificare Inc., dated as of the date hereof (as the same may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of April 25, 2018 (as may be amended, affected, modified, restated, replaced, or supplemented from time to time, the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

FLYWIRE CORPORATION

By:  _____
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Name: Michael Massaro

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  _____
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Name: C.J. Bradford

Title: Vice President

SCHEDULE C-1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
F and Design	5714761	April 2, 2019



FLYWIRE and Design

5714758

April 2, 2019

