

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPay, Inc.		06/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3819437	ACTIVITYTREE	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	47278-3 Ratner/Goodman		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	06/09/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 5, 2020, (this “**Agreement**”), among SPay, Inc., a Delaware corporation (the “**Grantor**”) and Cortland Capital Market Services LLC (“**Cortland**”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) Blue Star Sports Holdings, Inc., a Delaware corporation (“**Holdings**”), (ii) SPay, Inc., a Delaware corporation (the “**Borrower**”), (iii) the financial institutions from time to time party thereto as Lenders (each a “**Lender**” and collectively, the “**Lenders**”), (iv) the Issuing Bank from time to time party thereto, (v) the Administrative Agent, (vi) Tennenbaum Capital Partners, LLC (“**TCP**”), as representative of the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Lender Representative**”), and (vii) TCP, Carlyle Global Credit Investment Management L.L.C., Goldman Sachs BDC, Inc., Goldman Sachs Private Middle Market Credit SPV LLC and Goldman Sachs Middle Market Lending Corp., as joint lead arrangers and joint bookrunners (in such capacities, the “**Arrangers**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms

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

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPAY, INC.

By: 

Name: Jonathon Dussault

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006957 FRAME: 0259

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

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SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
SPay, Inc.	3819437	ActivityTree