

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Supplement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diebold Nixdorf, Incorporated (f/k/a Diebold, Incorporated)		07/20/2020	Corporation: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn Street
Internal Address:	Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4914564	XPRESSION
Registration Number:	2769869	VISTAATM
Registration Number:	2795058	MAYFAIR SOFTWARE
Registration Number:	6096797	STOREVOLUTION
Registration Number:	5746996	DIEBOLD NIXDORF ALLCONNECT
Registration Number:	5746997	DIEBOLD NIXDORF ALLCONNECT SERVICES
Registration Number:	6053915	DN ALLCONNECT SERVICES
Registration Number:	6085958	DN
Serial Number:	87653159	VYNAMIC
Serial Number:	87653188	DN VYNAMIC
Serial Number:	87812087	ALLTRANSACT

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: 6502515073

Email: jmull@stblaw.com

Correspondent Name: Corina McIntyre

TRADEMARK

Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509335/2897

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/31/2020

Total Attachments: 6

source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page1.tif
source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page2.tif
source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page3.tif
source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page4.tif
source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page5.tif
source=Diebold - Trademark Security Agreement (Supplement) [Executed]#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 20, 2020 by DIEBOLD NIXDORF, INCORPORATED (f/k/a Diebold, Incorporated), an Ohio corporation (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of August 12, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent 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 Trademarks (and Proceeds thereof) under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. a "pdf" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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 law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

DIEBOLD NIXDORF, INCORPORATED

By: 

Name: Jonathan B. Leiken

Title: Senior Vice President, Chief Legal
Officer and Corporate Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Min Park
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

Trademark	Registration Number	Owner
XPRESSION	4,914,564	Diebold Nixdorf, Incorporated
VISTAATM	2,769,869	Diebold Nixdorf, Incorporated
MAYFAIR SOFTWARE	2,795,058	Diebold Nixdorf, Incorporated
STOREVOLUTION	6,096,797	Diebold Nixdorf, Incorporated
DIEBOLD NIXDORF ALLCONNECT	5,746,996	Diebold Nixdorf, Incorporated
DIEBOLD NIXDORF ALLCONNECT SERVICES	5,746,997	Diebold Nixdorf, Incorporated
DN ALLCONNECT SERVICES	6,053,915	Diebold Nixdorf, Incorporated
DN & Design	6,085,958	Diebold Nixdorf, Incorporated

Trademark Applications

Trademark	Application Number	Owner
VYNAMIC	87653159	Diebold Nixdorf, Incorporated
DN VYNAMIC	87653188	Diebold Nixdorf, Incorporated
ALLTRANSACT	87812087	Diebold Nixdorf, Incorporated