

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shiraz US Bidco Inc.		09/30/2020	Corporation: DELAWARE
Multi Service Technology Solutions, Inc.		09/30/2020	Corporation: FLORIDA
Kropp Holdings, Inc.		09/30/2020	Corporation: MARYLAND
Shiraz US Intermediate Inc.		09/30/2020	Corporation: DELAWARE
MSTS Holding, LLC		09/30/2020	Limited Liability Company: FLORIDA
MSTS Payments, LLC		09/30/2020	Limited Liability Company: FLORIDA
Multi Service US Holding, LLC		09/30/2020	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank, as collateral agent
<b>Street Address:</b>	3333 Peachtree Road
<b>Internal Address:</b>	4th Floor, East Tower
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	banking corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	5815414	CREDIT AS A SERVICE
<b>Registration Number:</b>	1303076	INSTA MONEY
<b>Registration Number:</b>	5712527	MSTS
<b>Registration Number:</b>	1367045	MULTI SERVICE
<b>Registration Number:</b>	4604651	MULTI SERVICE BILL PLUS +
<b>Registration Number:</b>	1740660	OPEN ROAD DRIVERS PLAN
<b>Registration Number:</b>	1821644	POWERFUL CARD
<b>Registration Number:</b>	1807938	POWERFUL PLAN
<b>Registration Number:</b>	3671758	SERVICE GATE
<b>Registration Number:</b>	5710785	TICKETRX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4560850	KHINC
Registration Number:	1654663	OPEN ROAD DRIVERS PLAN

**CORRESPONDENCE DATA**

**Fax Number:** 4045228409

*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:** 404-420-5527

**Email:** rjk@phrd.com

**Correspondent Name:** Rhonda J. Kenyeri, Paralegal

**Address Line 1:** 303 Peachtree Street, Suite 3600

**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland
<b>SIGNATURE:</b>	/ban/
<b>DATE SIGNED:</b>	09/30/2020

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of September 30, 2020, is among the Persons listed on the signature pages hereof (collectively, the "*Grantors*") and **TRUIST BANK**, as collateral agent (the "*Collateral Agent*") for the ratable benefit of Secured Parties (as defined in the Credit Agreement referred to below).

**SHIRAZ US BIDCO INC.**, a Delaware corporation, has entered into an ABL Credit Agreement dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*Credit Agreement*"), with **SHIRAZ US INTERMEDIATE INC.**, a Delaware corporation, the other borrowers from time to time party thereto, the other guarantors from time to time party thereto, each Lender from time to time party thereto, **TRUIST BANK**, as Administrative Agent and as Collateral Agent, and L/C Issuers referred to therein. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

As a condition precedent to the making of the Loans and the making of L/C Credit Extensions by Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by Hedge Banks from time to time and the entry into Secured Cash Management Agreements by Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of September 30, 2020, among Grantors from time to time party thereto and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*Security Agreement*").

Under the terms of the Security Agreement, Grantors have granted to Collateral Agent, for the ratable benefit of Secured Parties, a security interest in, among other property, certain intellectual property of Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. **Grant of Security.** Each Grantor hereby grants to Collateral Agent, for the ratable benefit of Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent- to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations 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 Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or 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, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or 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 (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all ABL Obligations (all such ABL Obligations being the "***Secured Obligations***"); provided that the Secured Obligations shall not include any Excluded Swap Obligations.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Collateral Agent with respect to the 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 that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed signature page to this

IP Security Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.2 of the Credit Agreement, or if to Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement.


Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on following page.]


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

Grantors:

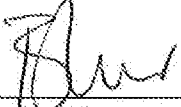
**SHIRAZ US BIDCO INC.  
MULTI SERVICE TECHNOLOGY SOLUTIONS,  
INC.**

By:   
Name: **Brandon Spear**  
Title: **President**

**KROPP HOLDINGS, INC.**

By:   
Name: **Brandon Spear**  
Title: **Chief Executive Officer and Assistant  
Secretary**

**SHIRAZ US INTERMEDIATE INC.  
MSTS HOLDING, LLC  
MSTS PAYMENTS, LLC  
MULTI SERVICE US HOLDING, LLC**

By:   
Name: **Brandon Spear**  
Title: **President**

[Signatures continued on following page.]

TRUIST BANK, as Collateral Agent

By:   
Name: **Mike Grimes**  
Title: Managing Director

**SCHEDULE A**

**Patents and Patent Applications**

US PATENTS AND PATENT APPLICATIONS

None

FOREIGN PATENTS AND PATENT APPLICATIONS



None



SCHEDULE B

**Trademark and Service Mark Registrations and Applications**

TRADEMARKS

Trademark	Design	Jurisdiction	Application or Registration No.	Ownership
CREDIT AS A SERVICE		US	5815414	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Australia	2014596	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		European Union	18078445	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Mexico	2043785	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		New Zealand	1122232	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Singapore	40201912692T	Multi Service Technology Solutions, Inc.
INSTA MONEY (Stylized)		US	1303076	Multi Service Technology Solutions, Inc.
MS MULTI SERVICE & Design		Honduras	1947	Multi Service Technology Solutions, Inc.
MSTS		US	5712527	Multi Service Technology Solutions, Inc.
MULTI SERVICE		Mexico	453726	Multi Service Technology Solutions, Inc.
MULTI SERVICE		US	1367045	Multi Service Technology Solutions, Inc.
MULTI SERVICE BILL PLUS +		US	4604651	Multi Service Technology Solutions, Inc.

Trademark	Design	Jurisdiction	Application or Registration No.	Ownership
OPEN ROAD DRIVERS PLAN & Design		US	1740660	Multi Service Technology Solutions, Inc.
POWERFUL CARD		US	1821644	Multi Service Technology Solutions, Inc.
POWERFUL PLAN		US	1807938	Multi Service Technology Solutions, Inc.
SERVICE GATE		US	3671758	Multi Service Technology Solutions, Inc.
TICKETRX		US	5710785	Multi Service Technology Solutions, Inc.
KHINC		US	4,560,850	Kropp Holdings, Inc.
OPEN ROAD DRIVERS PLAN		US	1,654,663	Multi Service Technology Solutions, Inc.

PENDING TRADEMARK REGISTRATION APPLICATION

Trademark	Jurisdiction	Application No.	Ownership
CREDIT AS A SERVICE	New Zealand	1122233	Multi Service Technology Solutions, Inc.

SCHEDULE C

**Copyright Registrations**

None.

SCHEDULE D

**Exclusive Copyright Licenses and Agreements**

None.