

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM601653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		09/22/2020	Chartered Bank Formed Under the Bank Act (Canada): ONTARIO
RECEIVING PARTY DATA			
Name:	Nuvei Technologies Corp.		
Street Address:	1100 Rene-Levesque Blvd., West		
Internal Address:	9th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 4N4		
Entity Type:	Corporation: QUEBEC		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86423370	KALOOT	
Serial Number:	86423430	KALOOT	
Serial Number:	78503809	PIVOTAL PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212-326-3939		
Email:	kmancini@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Krista N. Mancini		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
DOMESTIC REPRESENTATIVE			
Name:	Jones Day		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Melanie H. Misitigh		

CH \$90.00 86423370

SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	10/07/2020
Total Attachments: 5 source=FILE NAI_1514357314_1_Nuvei - Second Lien Trademark Release [executed]#page1.tif source=FILE NAI_1514357314_1_Nuvei - Second Lien Trademark Release [executed]#page2.tif source=FILE NAI_1514357314_1_Nuvei - Second Lien Trademark Release [executed]#page3.tif source=FILE NAI_1514357314_1_Nuvei - Second Lien Trademark Release [executed]#page4.tif source=FILE NAI_1514357314_1_Nuvei - Second Lien Trademark Release [executed]#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of September 22, 2020 (the “Release of Security Interest in Trademarks”), is made by Bank of Montreal, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties, in favor of Nuvei Technologies Corp., a corporation constituted in accordance with the laws of Canada (the “Grantor”).

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the “Grantors” party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined below) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, inter alios, the Grantor, Pivotal Refi LP, a Delaware limited partnership (“Refi LP”), Nuvei Technologies Inc., a Delaware corporation (“NTI” and together with Refi LP, collectively, the “U.S. Borrower”; the U.S. Borrower, together with the Grantor, the “Borrowers”), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

WHEREAS, pursuant to the Security Agreement, the Grantor assigned and transferred to the Collateral Agent for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in certain Intellectual Property, including the Trademarks;

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of July 1, 2019, made by and between the Grantor and the Administrative Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on 07/01/2019 at Reel/Frame 6683/0575; and

WHEREAS, at the request of Grantor, the Administrative Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Collateral (as defined below) pursuant to, and in accordance with, the terms of the Credit Agreement and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and the Grantor hereby agree as follows:

1. Unless otherwise defined herein or the context requires, terms used in this Release of Security Interest in Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement, the Credit Agreement and the Security Agreement, as applicable.

2. The Administrative Agent hereby releases, terminates and discharges, without recourse, representation or warranty, to the Grantor the Administrative Agent's Security Interest in the Trademarks listed on Schedule 1 hereto (collectively, the "Released Collateral").

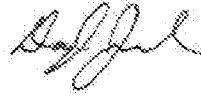
3. This Release of Security Interest in Trademarks may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release of Security Interest in Trademarks by facsimile will be as effective as delivery of a manually executed counterpart of this Release of Security Interest in Trademarks.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

BANK OF MONTREAL, as Administrative
Agent

By:



Name: Darryl Jacobson

Title: Director

NUVEI TECHNOLOGIES CORP., a
corporation constituted in accordance with
the laws of Canada



By: _____

Name: David Schwartz

Title: CFO

[Signature Page to 2L Release of Security Interest in Trademarks (Nuvei)]

TRADEMARK
REEL: 007072 FRAME: 0342

SCHEDULE 1

Released Collateral

Trademarks

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
KALOOT	86423370	10/14/2014	4747779	6/2/2015
KALOOT	86423430	10/14/2014	4747784	6/2/2015
PIVOTAL PAYMENTS	78503809	10/21/2004	3091450	5/9/2006

Trademark Applications

None.