

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLASHBANC, LLC		10/23/2020	Limited Liability Company: FLORIDA
RAZORSYNC, LLC		10/23/2020	Limited Liability Company: DELAWARE
UNITED MERCHANT SERVICES OF CALIFORNIA, LLC		10/23/2020	Limited Liability Company: DELAWARE
TRANSNATIONAL BANKCARD L.L.C.		10/23/2020	Limited Liability Company: ILLINOIS
CASHIER LIVE, LLC		10/23/2020	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5564320	FLASHBANC CHARGE INTO THE FUTURE	
<b>Registration Number:</b>	4616636	FLASHBANC CHARGE INTO THE FUTURE	
<b>Registration Number:</b>	4514903	RAZORSYNC	
<b>Registration Number:</b>	2943517	YOUR PATH TO SUPERIOR SERVICE AND TECHNO	
<b>Registration Number:</b>	2982708	UMS	
<b>Registration Number:</b>	2966053	UMS BANKING - PAYMENT PROCESSING SERVICE	
<b>Registration Number:</b>	2991334	UMS BANKING	
<b>Registration Number:</b>	4926647	T	
<b>Registration Number:</b>	3932415	CASHIER LIVE	
<b>CORRESPONDENCE DATA</b>			

CH \$240.00 5564320

**Fax Number:**

*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.*

**Email:** erobinson@huntonak.com

**Correspondent Name:** Erika Robinson

**Address Line 1:** 600 Peachtree Street, N.E., Suite 4100

**Address Line 2:** c/o Hunton Andrews Kurth LLP

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

<b>NAME OF SUBMITTER:</b>	Erika Robinson
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<b>SIGNATURE:</b>	/ErikaRobinson/
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<b>DATE SIGNED:</b>	10/23/2020
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**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 23, 2020 (this “**Agreement**”), is entered into by and between **FLASHBANC, LLC**, a Florida limited liability company, **RAZORSYNC, LLC**, a Delaware limited liability company, **UNITED MERCHANT SERVICES OF CALIFORNIA, LLC**, a Delaware limited liability company, **TRANSNATIONAL BANKCARD L.L.C.**, an Illinois limited liability company, **CASHIER LIVE, LLC**, an Illinois limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), and **GOLDMAN SACHS BANK USA**, as Collateral Agent for the Secured Parties.

**RECITALS:**

**WHEREAS**, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among **CELERO COMMERCE LLC**, a Delaware limited liability company (“**Holdings**”), as a Guarantor, certain of the Subsidiaries of Holdings party thereto, each, as a Company, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **GOLDMAN SACHS BANK USA**, as Administrative Agent and Collateral Agent; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security

Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

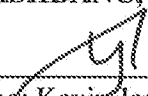
**3. Authorization to Supplement.** Each Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

**4. General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

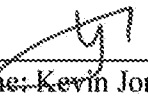
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IN WITNESS WHEREOF, Each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

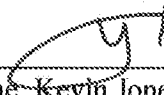
**FLASHBANC, LLC, as a Grantor**

By:   
Name: Kevin Jones  
Title: Chief Executive Officer

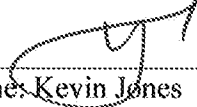
**RAZORSYNC, LLC, as a Grantor**

By:   
Name: Kevin Jones  
Title: Chief Executive Officer

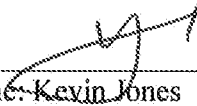
**UNITED MERCHANT SERVICES OF CALIFORNIA, LLC, as a Grantor**

By:   
Name: Kevin Jones  
Title: Chief Executive Officer

**TRANSNATIONAL BANKCARD L.L.C., as a Grantor**

By:   
Name: Kevin Jones  
Title: Chief Executive Officer

**CASHIER LIVE, LLC, as a Grantor**

By:   
Name: Kevin Jones  
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED:**

**GOLDMAN SACHS BANK USA, as Collateral Agent**


By: \_\_\_\_\_

Name: Greg Watts

Title: Authorized Signatory

*GW*

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK REGISTRATIONS</b>			
<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FLASHBANC, LLC	FLASHBANC CHARGE INTO THE FUTURE	5564320	September 18, 2018
FLASHBANC, LLC	FLASHBANC CHARGE INTO THE FUTURE	4616636	October 7, 2014
RAZORSYNC, LLC	RAZORSYNC	4514903	April 15, 2014
United Merchant Services of California, LLC	YOUR PATH TO SUPERIOR SERVICE AND TECHNOLOGY	2943517	April 26, 2005
United Merchant Services of California, LLC	UMS	2982708	August 9, 2005
United Merchant Services of California, LLC	UMS BANKING - PAYMENT PROCESSING SERVICES	2966053	July 12, 2005
United Merchant Services of California, LLC	UMS BANKING	2991334	September 6, 2005
TransNational Bankcard L.L.C.		4926647	March 29, 2016
CASHIER LIVE, LLC	CASHIER LIVE	3932415	March 15, 2011
<b>TRADEMARK APPLICATIONS</b>			
<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	
<b>TRADEMARK LICENSES</b>			
<u>License Agreement</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>

<u>License Agreement</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>