

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPay, Inc.		12/29/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as administrative agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6043374	DISPOSITION360	
Registration Number:	5815620	PREFERRED EXPEDITED PAYMENTS	
Registration Number:	5698301	DISBURSEMENT 360	
Registration Number:	5698300	DELIVERY 360	
Registration Number:	5602233	VPAY 360	
Registration Number:	4727733	SUPERSEDE	
Registration Number:	4745363	PRESUMPTIVE ENROLLMENT	
Registration Number:	4952739	TRAVCARD	
Registration Number:	4322060	YOU'VE BEEN VPAID	
Registration Number:	4347844	VPAID	
Registration Number:	3857755	PAID. TODAY.	
Registration Number:	3839239	VCARD	
Registration Number:	3839238	VPAYMENT	
Registration Number:	3432014	VPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		

CH \$365.00 6043374

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1785638-0074-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 12/29/2020

Total Attachments: 4

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GRANT OF A SECURITY INTEREST TRADEMARKS

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of December 29, 2020, by VPay, Inc., a Texas corporation (“*Grantor*”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 29, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

VPAY, INC.

DocuSigned by:

By:

John Gronen

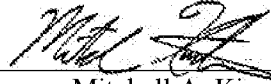
Name: John Gronen

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT— VPAY]

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A., as Administrative Agent

By: 
Name: Mitchell A. Kinastowski
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT — VPAY]

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

OWNER	REGISTRATION/ SERIAL NUMBER	TITLE	ISSUE DATE/ FILING DATE
VPay, Inc.	6,043,374	DISPOSITION360	4/28/20
VPay, Inc.	5,815,620	PREFERRED EXPEDITED PAYMENTS	7/23/19
VPay, Inc.	5,698,301	DISBURSEMENT 360	3/12/19
VPay, Inc.	5,698,300	DELIVERY 360	3/12/19
VPay, Inc.	5,602,233	VPAY 360	11/6/18
VPay, Inc.	4,727,733	SUPERSEDE	4/28/15
VPay, Inc.	4,745,363	PRESUMPTIVE ENROLLMENT	5/26/15
VPay, Inc.	4,952,739	TRAVCARD	5/3/16
VPay, Inc.	4,322,060	YOU'VE BEEN VPAID	4/16/13
VPay, Inc.	4,347,844	VPAID	6/4/13
VPay, Inc.	3,857,755	PAID. TODAY.	10/5/10
VPay, Inc.	3,839,239	VCARD	8/24/10
VPay, Inc.	3,839,238	VPAYMENT	8/24/10
VPay, Inc.	3,432,014	VPAY	5/20/08