

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621099

<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>
Base Commerce Acquisition Company, LLC		12/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	250 Yonge Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5B 2L7		
<b>Entity Type:</b>	Chartered Bank Formed Under Bank Act of Canada: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86027164	BASE COMMERCE	
<b>Serial Number:</b>	88679731	BASE	
<b>Serial Number:</b>	88679528	B	
<b>Serial Number:</b>	88679759	BASELINK	
<b>Serial Number:</b>	90183228	PREVPAY	
<b>Serial Number:</b>	88939511	BASEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2123263939		
<b>Email:</b>	kmancini@jonesday.com, mmisitigh@jonesday.com		
<b>Correspondent Name:</b>	Krista Mancini		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh		
<b>SIGNATURE:</b>	/Melanie H. Misitigh/		
<b>DATE SIGNED:</b>	01/19/2021		

CH \$165.00 86027164

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 31, 2020 (this "Agreement"), by Base Commerce Acquisition Company, LLC, a Delaware limited liability company (the "Grantor") in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the "Grantors" party thereto party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, Nuvei Technologies Corp., a corporation constituted in accordance with the federal laws of Canada ("Canadian Borrower"), Pivotal Refi LP, a Delaware limited partnership (the "LP"), Nuvei Technologies Inc., a Delaware corporation ("NTI" and together with the LP, collectively, the "U.S. Borrower"; U.S. Borrower, together with Canadian Borrower, the "Borrowers"), the other Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict


between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signature Pages Follow]*

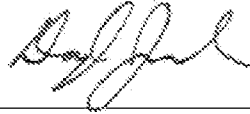
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BASE COMMERCE ACQUISITION  
COMPANY, LLC**, a Delaware limited liability  
company

By:   
Name: David Schwartz  
Title: Chief Financial Officer and Secretary

Consented to and Accepted:

**BANK OF MONTREAL**, as Administrative Agent



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

Name: Darryl M. Jacobson

Title: Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Base Commerce	86027164	08/02/13	4,606,957	09/16/14

Trademark Applications

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
Base	88679731	11/4/19
b	88679528	11/4/19
Baselink	88679759	11/4/19
PrevPay	90183228	09/15/20
BaseX	88939511	05/29/20