

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Holdings LLC		03/16/2021	Limited Liability Company: OKLAHOMA
Payment Concepts LLC		03/16/2021	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4385124	PAYMENT CONCEPTS, LLC	
Registration Number:	6202513	GLOBAL	
Registration Number:	6202511	GLOBAL HOLDINGS	
Registration Number:	6197320	GLOBAL HOLDINGS LLC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553-101-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		

CH \$115.00 4385124

DATE SIGNED:

03/16/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 16, 2021, is made by Global Holdings LLC, an Oklahoma limited liability company ("Global Holdings") and Payment Concepts LLC, an Oklahoma limited liability company ("PC" and together with Global Holdings, the "Grantors" and each, a "Grantor"), in favor of Fortress Credit Corp., as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Each Grantor has executed and delivered a Guaranty and Security Agreement, dated as of the date hereof, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Each Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

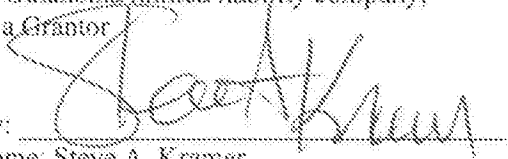
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. SECTION 10.19 OF THE CREDIT AGREEMENT SHALL BE INCORPORATED HEREIN BY REFERENCE, *MUTATADIS MUTANDIS*.

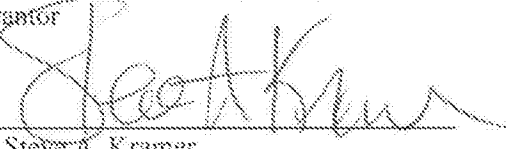
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL HOLDINGS LLC,
an Oklahoma limited liability company,
as a Grantor


By: 
Name: Steve A. Kramer
Title: Chief Financial Officer

PAYMENT CONCEPTS LLC,
an Oklahoma limited liability company,
as a Grantor

By: 
Name: Steve A. Kramer
Title: Chief Financial Officer

ACCEPTED:

FORTRESS CREDIT CORP.,
as Administrative Agent

By: _____



Name: Scott Silvers

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	REGN. NO.	REGN. Date	OWNER
PAYMENT CONCEPTS LLC	4385124	August 13, 2013	Payment Concepts LLC
GLOBAL 	6202513	November 17, 2020	Global Holdings LLC
GLOBAL HOLDINGS 	6202511	November 17, 2020	Global Holdings LLC
GLOBAL HOLDINGS LLC	6197320	November 17, 2020	Global Holdings LLC

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.