

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MULTI SERVICE TECHNOLOGY SOLUTIONS, INC.		05/24/2021	Corporation: FLORIDA
MSTS PAYMENTS, LLC		05/24/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WORLD FUEL SERVICES CORPORATION		
Street Address:	9800 NW 41ST STREET		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1821644	POWERFUL CARD	
Registration Number:	1303076	INSTA MONEY	
Serial Number:	90498735	TREVIPAY	
Serial Number:	90539257	TREVI PAY	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1380042		
NAME OF SUBMITTER:	Ryleigh Peterson		
SIGNATURE:	/Ryleigh Peterson/		

OP \$115.00 1821644

DATE SIGNED:	05/27/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated as of May 24, 2021, is among the Persons listed on the signature page hereof (collectively, "*Grantor*") and **WORLD FUEL SERVICES CORPORATION**, as Secured Party (the "*Secured Party*").

SHIRAZ US BIDCO INC., a Delaware corporation, has issued a Subordinated Secured Promissory Note dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*Subordinated Note*"), to Secured Party, as holder thereof. Shiraz US Intermediate Inc., a Delaware corporation, MSTS Holding, LLC, a Florida limited liability company, MSTS Payments, LLC, a Florida limited liability company, Multi Service Technology Solutions, Inc., a Florida corporation, Kropp Holdings, Inc., a Maryland corporation, and Multi Service US Holding, LLC, a Florida limited liability company are additional parties thereto upon the terms and conditions thereof.

Pursuant to the Subordinated Note, Grantor and certain other Persons have executed and delivered that certain Seller Note Subordinated Security Agreement dated as of September 30, 2020, among Grantor, such other Persons and Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated as of September 30, 2020, among the Persons listed on the signature pages thereof as Grantors and Secured Party. Terms defined in the Subordinated Note or the Security Agreement and not otherwise defined herein are used herein as defined in the Subordinated Note or the Security Agreement.

Under the terms of the Security Agreement, Grantor has agreed to grant to Secured Party, a security interest in any after-acquired intellectual property collateral of Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent- to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (iii) the copyright registrations set forth in Schedule C hereto;
- (iv) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Subordinated Note, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Secured Obligations. The grant of a security interest in the Additional Collateral by Grantor under this IP Security Agreement Supplement secures the payment and performance of all Note Obligations (all such Note Obligations being the "*Secured Obligations*").

Section 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Execution in Counterparts. This IP Security Agreement Supplement 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 by e-mail as a PDF document of an executed signature page of this IP Security Agreement Supplement shall be effective as delivery of an original executed counterpart thereof.

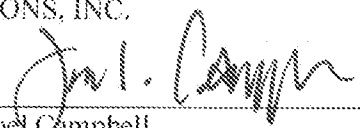
Section 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including electronic, telegraphic, telecopy or telex communication or facsimile transmission) and delivered by personal delivery, by nationally recognized same day or overnight courier or by United States first class or registered, certified mail return receipt requested, postage prepaid, or e-mailed as a PDF document and, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 9.05 of the Subordinated Note, and, if to Secured Party, at its address specified in Section 9.05 of the Subordinated Note.

Section 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

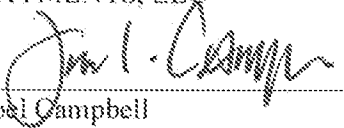
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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MULTI SERVICE TECHNOLOGY
SOLUTIONS, INC.

By: 
Name: Joel Campbell
Title: Chief Financial Officer

MSTS PAYMENTS, LLC

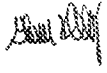
By: 
Name: Joel Campbell
Title: Chief Financial Officer

Address for Notices:

8650 College Boulevard

Overland Park, Kansas 66210

**WORLD FUEL SERVICES CORPORATION, as
Secured Party**

By:  _____

Name: **Glenn Klevitz** _____

Title: **VP, Treasurer** _____

SCHEDULE A

None.

SCHEDULE B

Trademarks

Trademark	Design	Jurisdiction	Application or Registration No.	Ownership
POWERFUL CARD		US	1,821,644	MSTS Payments, LLC
INSTA MONEY		US	1,303,076	MSTS Payments, LLC
TREVIPAY		US	90/498,735	Multi Service Technology Solutions, Inc.
TREVIPAY	TREVIPAY Logo	US	90/539,257	Multi Service Technology Solutions, Inc.

SCHEDULE C

None.

SCHEDULE D

None.