

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kasasa, Ltd		06/18/2021	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	90333641		
Registration Number:	4323512	DO YOU KASASA?	
Registration Number:	4775590		
Registration Number:	4426673	ANY ATM IS YOUR ATM	
Registration Number:	3236833	BANCVUE	
Registration Number:	4232646	CHOICE CHECKING	
Registration Number:	4324478	DO YOU KASASA?	
Registration Number:	5228358	DO YOU KASASA?	
Registration Number:	3536517	FIRSTBRANCH	
Registration Number:	3905849	GAMERSYSTEMS	
Registration Number:	3865073	INMO	
Registration Number:	3753056	KASASA	
Registration Number:	5091462	KASASA	
Serial Number:	88862296	KASASA CARE	
Registration Number:	3970631	KASASA CASH	
Registration Number:	5428604	KASASA CASH	
Registration Number:	4139251	KASASA CASH BACK	
Registration Number:	5428605	KASASA CASH BACK	

OP \$990.00 90333641

Property Type	Number	Word Mark
Serial Number:	88573028	KASASA EDGE
Registration Number:	3970632	KASASA GIVING
Registration Number:	5800529	KASASA GIVING
Registration Number:	5664408	KASASA LOAN
Registration Number:	5664407	KASASA LOANS
Registration Number:	5381012	KASASA PROTECT
Registration Number:	3970633	KASASA SAVER
Registration Number:	5513930	KASASA SAVER
Registration Number:	3970634	KASASA TUNES
Registration Number:	5513931	KASASA TUNES
Registration Number:	4798121	KASASA U
Registration Number:	4775593	PIGGYBOT
Registration Number:	4029465	REALCASHBACK
Registration Number:	3573480	REALCHECKING
Registration Number:	3941147	REALSAVER
Registration Number:	3573476	REALTUNES
Registration Number:	5648074	REGGEN
Registration Number:	3311126	REWARD CHECKING
Registration Number:	4371573	TAKE BACK YOUR BANKING
Registration Number:	6019317	TAKE BACK
Registration Number:	6080728	TAKE BACK

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP, One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-21052

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/22/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 18th day of June, 2021, among the Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among (1) KASASA HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), (2) KASASA ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Kasasa Acquisitions"); and together with Holdings, each a "Guarantor" and individually and collectively, jointly and severally, the "Guarantors"), (3) KASASA, LTD., a Texas limited partnership ("Kasasa"), (4) the other Loan Parties (as hereinafter defined) party thereto from time to time, (5) the Lenders (as hereinafter defined) party thereto from time to time, and (6) Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

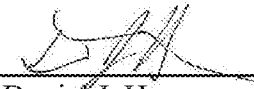
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

KASASA, LTD.,
a Texas limited partnership

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent


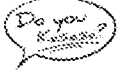

By: 

Name: Christian Ebert

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Application No.	Filed	Registration No.	Registration Date	Current Owner of Record
	90333641	11/20/2020	-	-	Kasasa, Ltd.
	85697378	2/5/2013	4323512	4/23/2013	Kasasa, Ltd.
	86341296	07/19/2014	4775590	7/21/2015	Kasasa, Ltd.
ANY ATM IS YOUR ATM	85788524	11/27/2012	4426673	10/29/2013	Kasasa, Ltd.
BANCVUE	78899213	06/02/2006	3236833	05/01/2007	Kasasa, Ltd.
CHOICE CHECKING	85455339	10/25/2011	4232646	10/30/2012	Kasasa, Ltd.
DO YOU KASASA?	85740864	09/28/2012	4324478	04/23/2013	Kasasa, Ltd.
DO YOU KASASA?	86046361	08/23/2013	5228358	06/20/2017	Kasasa, Ltd.
FIRSTBRANCH	77434050	03/28/2008	3536517	11/25/2008	Kasasa, Ltd.
GAMERSYSTEMS	85015483	04/16/2010	3905849	01/11/2011	Kasasa, Ltd.
INMO	77599015	10/23/2008	3865073	10/19/2010	Kasasa, Ltd.
KASASA	77588617	10/08/2008	3753056	02/23/2010	Kasasa, Ltd.
KASASA	86046431	08/23/2013	5091462	11/29/2016	Kasasa, Ltd.
KASASA CARE	88862296	4/7/2020	-	-	Kasasa, Ltd.
KASASA CASH	85151524	10/13/2010	3970631	05/31/2011	Kasasa, Ltd.
KASASA CASH	86046829	08/23/2013	5428604	03/20/2018	Kasasa, Ltd.
KASASA CASH BACK	85457941	10/27/2011	4139251	05/08/2012	Kasasa, Ltd.
KASASA CASH BACK	86056719	09/05/2013	5428605	3/20/2018	Kasasa, Ltd.
KASASA EDGE	88573028	08/09/2019	-	-	Kasasa, Ltd.

KASASA GIVING	85151532	10/13/2010	3970632	05/31/2011	Kasasa, Ltd.
KASASA GIVING	86056763	09/05/2013	5800529	07/09/2019	Kasasa, Ltd.
KASASA LOAN	87682976	11/13/2017	5664408	01/29/2019	Kasasa, Ltd.
KASASA LOANS	87682967	11/13/2017	5664407	01/29/2019	Kasasa, Ltd.
KASASA PROTECT	86672988	06/24/2015	5381012	01/16/2018	Kasasa, Ltd.
KASASA SAVER	85151542	10/13/2010	3970633	05/31/2011	Kasasa, Ltd.
KASASA SAVER	86057201	09/05/2013	5513930	07/10/2018	Kasasa, Ltd.
KASASA TUNES	85151554	10/13/2010	3970634	05/31/2011	Kasasa, Ltd.
KASASA TUNES	86057316	09/05/2013	5513931	07/10/2018	Kasasa, Ltd.
KASASA U	86341344	07/18/2014	4798121	08/25/2015	Kasasa, Ltd.
PIGGYBOT	86341450	07/19/2014	4775593	07/21/2015	Kasasa, Ltd.
REALCASHBACK	77921024	01/27/2010	4029465	09/20/2011	Kasasa, Ltd.
REALCHECKING	77274203	09/07/2007	3573480	02/10/2009	Kasasa, Ltd.
REALSAVER	77593264	10/15/2008	3941147	04/05/2011	Kasasa, Ltd.
REALTUNES	77273771	09/07/2007	3573476	02/10/2009	Kasasa, Ltd.
REGGEN	87932935	05/23/2018	5648074	01/08/2019	Kasasa, Ltd.
REWARD CHECKING	77076198	01/04/2007	3311126	10/16/2007	Kasasa, Ltd.
TAKE BACK YOUR BANKING	85784274	11/20/2012	4371573	07/23/2013	Kasasa, Ltd.
TAKE-BACK	87558314	08/07/2017	6019317	2/19/2019	Kasasa, Ltd.
TAKE-BACK	87979322	08/07/2017	6080728	6/16/2020	Kasasa, Ltd.