

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIORITY REAL ESTATE TECHNOLOGY, LLC		04/27/2021	Limited Liability Company: DELAWARE
PRIORITY HOSPITALITY TECHNOLOGY, LLC		04/27/2021	Limited Liability Company: DELAWARE
PIPELINE CYNERGY HOLDINGS, LLC		04/27/2021	Limited Liability Company: DELAWARE
PRIORITY PAYMENT SYSTEMS LLC		04/27/2021	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	TRUIST BANK
Street Address:	303 Peachtree Street, N.E., 25th floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4474932	LANDLORDSTATION
Registration Number:	4617053	RADPAD
Registration Number:	5194783	CUMULUS
Registration Number:	5608114	CPX GATEWAY
Registration Number:	5608115	CPX ACCESS
Registration Number:	5638991	CPX XCHANGE
Registration Number:	5868989	VORTEX CLOUD
Registration Number:	5897796	VORTEX CLOUD
Registration Number:	3704841	PRIORITY PAYMENT SYSTEMS
Registration Number:	4591233	PRIORITY PAYMENT SYSTEMS
Registration Number:	5318190	CPX
Registration Number:	2797089	CYNERGY DATA
Registration Number:	2966052	
Registration Number:	3038842	VIMAS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4289613	VIMAS
Registration Number:	4656823	VWALAA!
Registration Number:	4728406	CYNERGY DATA
Registration Number:	4728405	
Serial Number:	90080429	P
Serial Number:	90079415	P

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0139-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	07/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of April 27, 2021, by PRIORITY REAL ESTATE TECHNOLOGY, LLC, a Delaware limited liability company, PRIORITY HOSPITALITY TECHNOLOGY, LLC, a Delaware limited liability company, PIPELINE CYNERGY HOLDINGS, LLC, a Delaware limited liability company and PRIORITY PAYMENT SYSTEMS LLC, a Georgia limited liability company (each, individually, a “**Grantor**”, and, collectively, “**Grantors**”), in favor of TRUIST BANK (“**Truist**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, among Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Truist, as Administrative Agent, Collateral Agent, an Issuing Bank and the Swing Line Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time from the date hereof, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor grants to Collateral Agent, for the benefit of Secured Parties, a first priority security interest and continuing lien on all of such 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 such Grantor’s Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any

Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

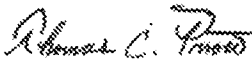
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

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

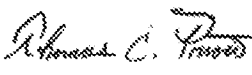
GRANTORS:

**PRIORITY REAL ESTATE
TECHNOLOGY, LLC**

By: 

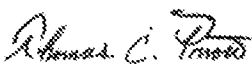
Name: Thomas Priore
Title: President

PRIORITY PAYMENT SYSTEMS LLC

By: 

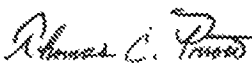
Name: Thomas Priore
Title: President

**PIPELINE CYNERGY HOLDINGS,
LLC**

By: 

Name: Thomas Priore
Title: President

**PRIORITY HOSPITALITY
TECHNOLOGY, LLC**

By: 

Name: Thomas Priore
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

TRUIST BANK




By: 
Name: Timothy M. O'Leary
Title: Managing Director



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007344 FRAME: 0275

Schedule I

Trademark Registrations

Grantor	Trademark	Reg. Number	Reg. Date
Priority Real Estate Technology, LLC	LANDLORDSTATION	4474932	Registered January 28, 2014
Priority Real Estate Technology, LLC	RADPAD	4617053	Registered October 7, 2014
Priority Hospitality Technology, LLC	CUMULUS	5194783	Registered May 2, 2017
Priority Payment Systems LLC	CPX GATEWAY	5608114	Registered November 13, 2018
Priority Payment Systems LLC	CPX ACCESS	5608115	Registered November 13, 2018
Priority Payment Systems LLC	CPX XCHANGE	5638991	Registered December 25, 2018
Priority Payment Systems LLC	VORTEX CLOUD	5868989	Registered September 24, 2019
Priority Payment Systems LLC	VORTEX CLOUD	5897796	Registered October 29, 2019
Priority Payment Systems LLC	PRIORITY PAYMENT SYSTEMS	3704841	Registered November 3, 2009
Priority Payment Systems LLC	PRIORITY PAYMENT SYSTEMS 	4,591,233	Registered August 26, 2014
Priority Payment Systems LLC	CPX	5318190	Registered October 24, 2017
Pipeline Cynergy Holdings, LLC	CYNERGY DATA	2,797,089	Registered December 23, 2003
Cynergy Data, LLC (n/k/a Pipeline Cynergy Holdings, LLC)*		2,966,052	Registered July 12, 2005
Pipeline Cynergy Holdings, LLC	VIMAS	3,038,842	Registered January 10, 2006
Pipeline Cynergy Holdings, LLC	 VIMAS	4,289,613	Registered February 12, 2013

Grantor	Trademark	Reg. Number	Reg. Date
Cynergy Data, LLC (n/k/a Pipeline Cynergy Holdings, LLC)*	VWALAA!	4,656,823	Registered December 16, 2014
Pipeline Cynergy Holdings, LLC		4,728,406	Registered April 28, 2015
Cynergy Data, LLC (n/k/a Pipeline Cynergy Holdings, LLC)* ¹		4,728,405	Registered April 28, 2015

Trademark Applications

GRANTOR	TRADEMARK	SERIAL NO.	FILING DATE
Priority Payment Systems LLC	P	90080429	Filed July 29, 2020
Priority Payment Systems LLC	P	90079415	Filed July 28, 2020

Trademark Licenses

N/A

¹ * - Trademark remains registered in the name of Cynergy Data, LLC, is not material and will not be maintained.