

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Value Payment Systems, LLC		08/04/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4599031	PAYUSATAX	
Registration Number:	4421334	PAYUSATAX	
Registration Number:	4599027	EDUCATIONBILLPAY	
Registration Number:	4520205	EDUCATIONBILLPAY	
Registration Number:	4599026	PAYLOCALGOV	
Registration Number:	4520189	PAYLOCALGOV	
Registration Number:	4520118	PROPERTYBILLPAY	
Registration Number:	4599019	PROPERTYBILLPAY	
Registration Number:	4578387	VALUE PAYMENT SYSTEMS	
Registration Number:	4546845	VPS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		

CH \$265.00 4599031

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	057121-0411
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	08/04/2021
Total Attachments: 6 source=Government Brands - Trademark Security Agreement (2021) [Executed]#page1.tif source=Government Brands - Trademark Security Agreement (2021) [Executed]#page2.tif source=Government Brands - Trademark Security Agreement (2021) [Executed]#page3.tif source=Government Brands - Trademark Security Agreement (2021) [Executed]#page4.tif source=Government Brands - Trademark Security Agreement (2021) [Executed]#page5.tif source=Government Brands - Trademark Security Agreement (2021) [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2021 (this “Trademark Security Agreement”), by and among the Grantors party hereto and Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among GovBrands Intermediate, Inc., a Delaware corporation (the “Borrower”), GovBrands Parent, Inc., a Delaware corporation (“Holdings”), each of the other Grantors from time to time party thereto and the Administrative Agent.

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto, the Administrative Agent and Antares Holdings LP, as Swingline Lender.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any “intent-to-use” applications 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 application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the 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. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

[Signature Pages to Follow]

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

**COURT INNOVATIONS INCORPORATED
BILL2PAY, LLC
VALUE PAYMENT SYSTEMS, LLC
SOFTWARE CONSULTING ASSOCIATES INC.
QSCEND TECHNOLOGIES, INC.
PATRIOT PROPERTIES, INC.
GOVERNMENT BRANDS HOLDINGS, LLC
PIONEER TECHNOLOGY GROUP, LLC
GCS SOFTWARE, INC.
MOMIX SOLUTIONS, INC.**

DocuSigned by:

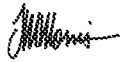
David A. Winters

By: _____

Name: David Winters

Title: Chief Financial Officer and Secretary

ANTARES CAPITAL LP,
as Administrative Agent

By: 
Name: Jase Morris
Title: Duly Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COURT INNOVATIONS INCORPORATED	 Matterhorn <small>BY COURT INNOVATIONS</small>	86/571578	3/20/2015	4906190	2/23/2016
COURT INNOVATIONS INCORPORATED	 Matterhorn <small>BY COURT INNOVATIONS</small>	86/571564	3/20/2015	4906189	2/23/2016
BILL2PAY, LLC	 stream	86/546647	2/26/2015	5050557	9/27/2016
BILL2PAY, LLC	 Bill2Pay	86/304952	6/10/2014	4671304	1/13/2015
BILL2PAY, LLC	BILL2PAY	77/780725	7/14/2009	3794871	5/25/2010
Value Payment Systems, LLC	VPS	86/066821	9/17/2013	4546845	6/10/2014
Value Payment Systems, LLC	payUSAtax	85/864100	3/1/2013	4599031	9/2/2014
Value Payment Systems, LLC	 payUSAtax	85/864143	3/1/2013	4421334	10/22/2013
Value Payment Systems, LLC	EducationBillPay	85/859277	2/25/2013	4599027	9/2/2014
Value Payment Systems, LLC	 EducationBillPay	85/859356	2/25/2013	4520205	4/29/2014
Value Payment Systems, LLC	paylocalgov	85/857239	2/22/2013	4599026	9/2/2014
Value Payment Systems, LLC	 paylocalgov	85/857304	2/22/2013	4520189	4/29/2014
Value Payment Systems, LLC	 PropertyBillPay	85/842183	2/6/2013	4520118	4/29/2014
Value Payment Systems, LLC	PropertyBillPay	85/838898	2/1/2013	4599019	9/2/2014
Value Payment Systems, LLC	VALUE PAYMENT SYSTEMS	85/834803	1/29/2013	4578387	8/5/2014
qscend technologies, inc.	QALERT	76/665632	9/5/2006	3263943	7/17/2007
qscend technologies, inc.	QCONTENT	76/652410	12/23/2005	3212109	2/27/2007
qscend	QSCEND	76/650344	11/15/2005	3212102	2/27/2007

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
technologies, inc.					
Patriot Properties, Inc.	ASSESSPRO	88918142	5/15/2020	6292458	3/16/2021
Patriot Properties, Inc.	PATRIOT	88918148	5/15/2020	6292459	3/16/2021
Government Brands Holdings, LLC.	NSIGHT	88146200	10/8/2018	6098627	7/14/2020
SOFTWARE COSULTING ASSOCIATES INC.	CITY SQUARED	87867506	4/8/2018	5789073	6/25/2019
PIONEER TECHNOLOGY GROUP, LLC	WARRANTNOW	87145936	8/22/2016	5170904	2/23/2016
GCS Software, Inc.	LANDNAV	86432307	10/23/2014	4947131	4/26/2016
MoMix Solutions, Inc.	MO'MIX SOLUTIONS	86260113	4/23/2014	4662623	12/30/2014
MoMix Solutions, Inc.	MO'MIX PERFORMANCE CENTER	86260120	4/23/2014	4662624	12/30/2014

U.S. Trademark Applications

None.