

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAZOOMA TECHNICAL SERVICES INC.		10/04/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	c/o BMO Toronto Agency Services		
Internal Address:	250 Yonge St., 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4929303	VERIFIED.ACH	
Registration Number:	3941742	MAZOOMA.	
Registration Number:	3951923		
Registration Number:	3489836	MAZOOMA	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	(716)856-4000		
Email:	skielar@hodgsonruss.com		
Correspondent Name:	HODGSON RUSS LLP THE GUARANTY BUILDING		
Address Line 1:	140 PEARL STREET		
Address Line 2:	SUITE 100		
Address Line 4:	BUFFALO, NEW YORK 14202-4040		
NAME OF SUBMITTER:	Samuel E. Kielar		
SIGNATURE:	/samuel e kielar/		
DATE SIGNED:	10/08/2021		
Total Attachments: 6			

OP \$115.00 4929303

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 4, 2021, (this "Agreement"), by Mazooma Technical Services Inc. (the "Grantor") in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Canadian Pledge and Security Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the "Grantors" party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of June 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, inter alios, Nuvei Technologies Corp. (f/k/a Pivotal Payments Direct Corp.), a corporation constituted in accordance with the laws of Canada ("Canadian Borrower"), Pivotal Refi LP, a Delaware limited partnership ("Refi LP"), Nuvei Technologies Inc. (f/k/a Pivotal Payments Inc.), a Delaware corporation ("NTI" and together with the Refi LP, collectively, the "U.S. Borrowers"; U.S. Borrowers, together with Canadian Borrower, the "Borrowers"), Canadian Borrower, as the Borrower Representative, Nuvei Corporation (as successor by amalgamation of Pivotal Holdings Corporation), a corporation constituted in accordance with the laws of Canada ("Holdings"), the other Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

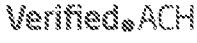

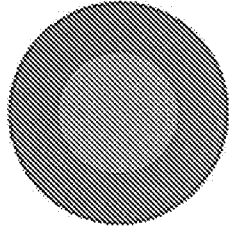

[Signature Pages Follow]

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

MAZOOMA TECHNICAL SERVICES INC.

By: Neil Erlick
Name: Neil Erlick
Title: President and Secretary

Schedule I
Trademarks

No.	Citation	Status	Owner
1	VERIFIED.ACH 	Registered Supplemental Register App 23-FEB-2015 App 86543181 Reg 29-MAR-2016 Reg 4929303	MAZOOMA TECHNICAL SERVICES, INC. CANADA CORPORATION 720 KING STREET WEST SUITE 510 TORONTO, ONTARIO, M5V2T3 CA (CANADA)
Goods and Services INT. CL. 36 ELECTRONIC FUNDS TRANSFERS SERVICES, NAMELY, AUTHENTICATION OF PURCHASERS' FINANCIAL INFORMATION TO FACILITATE FUNDS TRANSFERS AT THE POINT OF PURCHASE			
2	MAZOOMA. 	Registered App 12-JAN-2010 App 77909671 Reg 05-APR-2011 Reg 3941742	MAZOOMA TECHNICAL SERVICES, INC. CANADA CORPORATION SUITE 510 720 KING STREET WEST TORONTO, ONTARIO, M5V 2T3 CA (CANADA)
Goods and Services INT. CL. 36 ELECTRONIC FUNDS TRANSFER; ELECTRONIC FUNDS TRANSFER BY TELECOMMUNICATIONS; FINANCIAL INFORMATION PROVIDED BY ELECTRONIC MEANS			
3	Design Only 	Renewed (Registered) App 12-JAN-2010 App 77909673 Reg 26-APR-2011 Reg 3951923	MAZOOMA TECHNICAL SERVICES, INC. CANADA CORPORATION SUITE 510 720 KING STREET WEST TORONTO, ONTARIO, M5V 2T3 CA (CANADA)
Goods and Services INT. CL. 36 ELECTRONIC FUNDS TRANSFER; ELECTRONIC FUNDS TRANSFER BY TELECOMMUNICATIONS; FINANCIAL INFORMATION PROVIDED BY ELECTRONIC MEANS			
4	MAZOOMA 	Renewed (Registered) App 03-JUL-2007 App 77221867 Reg 19-AUG-2008 Reg 3489836	MAZOOMA TECHNICAL SERVICES, INC. CANADA CORPORATION SUITE 510 720 KING STREET WEST TORONTO, ONTARIO, M5V 2T3 CA (CANADA)
Goods and Services INT. CL. 36 FINANCIAL INFORMATION PROVIDED BY ELECTRONIC MEANS; ELECTRONIC FUNDS TRANSFER; ELECTRONIC FUNDS TRANSFER BY TELECOMMUNICATIONS			

Schedule II
Patents

- United States Patent No. 7,720,764 (issued May 18, 2010): A closed system to facilitate online payments by a registered user to an authorized merchant through the user's online banking environment. An embodiment of the patent is Mazooma branded (private label) system for online payments.
- United States Patent No. 8,271,385 (issued September 18, 2012): A closed system to facilitate online payments by any user to an authorized merchant through the user's online banking environment. An embodiment of the patent is Mazooma white label system for online payments.
- United States Patent No. 9,015,074 (issued April 21, 2015): A bridge system to facilitate online payments by a registered user to any merchant through the user's SVFI (stored-value financial instrument) that is issued by the system. On the one hand, the system enables a registered user to top up funds of his/her SVFI through the user's online banking environment; on the other hand, the system participates in the SVFI network as an issuer to facilitate payments by the user to any merchant that accepts the SVFI as a payment method. An embodiment of SVFI is pre-paid credit card by which a user can pay a merchant using available balance from the card.
- United States Patent No. 10,558,956 (issued February 11, 2020): Extends Patent No. 9,015,074 to streamline payment processing by enabling the topping up funds of a SVFI through the user's authorized online banking environment in real-time when there are insufficient funds from the SVFI for a payment.

Schedule III
Copyrights

Nil.