

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral recorded at R/F 6010/0871

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		11/01/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Truist Bank
Street Address:	3333 Peachtree Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4819561	SHOP POS .COM
Registration Number:	4779216	SHOPPOS
Registration Number:	4637926	STERLING PAYMENT TECHNOLOGIES
Registration Number:	4633254	S
Registration Number:	4619460	PERKZ
Registration Number:	4534699	STERLING PAYMENT TECHNOLOGIES INNOVATION
Registration Number:	4380790	BRIDGE BUSINESS INTELLIGENCE
Registration Number:	4362037	
Registration Number:	4256456	BRIDGE BACK OFFICE TECHNOLOGY
Registration Number:	3952809	INTERCHANGE MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

CH \$265.00 4819561

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	068860-0005
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/03/2021
Total Attachments: 4 source=EVO - Assignment of 1L Security Interest TMs (Sterling at RF 6010-0871)#page1.tif source=EVO - Assignment of 1L Security Interest TMs (Sterling at RF 6010-0871)#page2.tif source=EVO - Assignment of 1L Security Interest TMs (Sterling at RF 6010-0871)#page3.tif source=EVO - Assignment of 1L Security Interest TMs (Sterling at RF 6010-0871)#page4.tif	

**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of November 1, 2021, is entered into by and between CITIBANK, N.A. ("Assignor") and TRUIST BANK ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security Agreement referred to below.

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of December 22, 2016 (as amended and restated in part pursuant to the Restatement Agreement to First Lien Credit Agreement dated as of June 14, 2018, as amended and restated in part pursuant to the Second Restatement Agreement to Credit Agreement dated as of November 1, 2021 and as has been or may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Assignor and STERLING PAYMENT TECHNOLOGIES, LLC, (the "Grantor") and certain of its Subsidiaries, including, NATIONWIDE PAYMENT SOLUTIONS, LLC, EVO POWERPAY HOLDINGS, LLC, POWERPAY, LLC and EVO PAYMENTS INTERNATIONAL, LLC, Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of March 16, 2017 (the "Trademark Security Agreement"), pursuant to which Grantor mortgaged, pledged, hypothecated, and granted to Assignor, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under all of the following Collateral: (i) all of its Trademarks, including, without limitation, the U.S. trademark registrations and applications referred to on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (but excluding any Excluded Property) (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor;

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on March 17, 2017, at Reel 6010, Frame 0871;

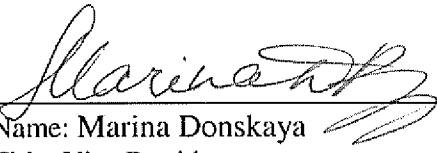
WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of November 1, 2021, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the Liens granted thereunder;

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its Lien on and security interest in Grantor's right, title and interest in to and under the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

CITIBANK, N.A.
as Assignor

By: 
Name: Marina Donskaya
Title: Vice President

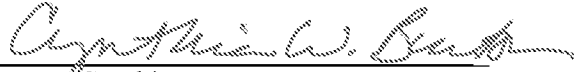
ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent and successor Administrative Agent accepts and assumes the foregoing Assignment.

DATED as of the 1st day of November, 2021.

TRUIST BANK

as Assignee

By: 

Name: Cynthia Burton

Title: Director

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No.	Reg. Date
SHOP POS .COM and Design	4819561	09/22/15
SHOPPOS	4779216	07/21/15
STERLING PAYMENT TECHNOLOGIES	4637926	11/11/14
S (Stylized)	4633254	11/04/14
PERKZ and Design	4619460	10/14/14
STERLING PAYMENT TECHNOLOGIES INNOVATIONS IN PAYMENTS	4534699	05/20/14
BRIDGE BUSINESS INTELLIGENCE	4380790	08/06/13
Design Only	4362037	07/02/13
BRIDGE BACK OFFICE TECHNOLOGY	4256456	12/11/12
INTERCHANGE MANAGEMENT	3952809	04/26/11