

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM686529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IntraFi Network, LLC		11/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nomura Corporate Funding Americas, LLC, as Collateral Agent		
Street Address:	309 West 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4463047	A SWEEP YOU CAN BANK ON	
Registration Number:	4455404	A SWEEP YOU CAN TRUST	
Registration Number:	5745774	AF	
Registration Number:	4335676	ASSETPOINT	
Registration Number:	4544367	ASSETPOINT COMMUNITY	
Registration Number:	5715773	ASSETPOINT FINANCIAL	
Registration Number:	4335655	BANK ASSETPOINT	
Registration Number:	4392910	BANK ASSETPOINT	
Registration Number:	4401558	BANK SAFE. BANK SMART.	
Registration Number:	2783334	CDARS	
Registration Number:	4252357	CDARS	
Registration Number:	3638858	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY	
Registration Number:	2772762	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY	
Registration Number:	4397784	HELPING YOU COMPETE	
Registration Number:	4249023	ICS	
Registration Number:	4053744	ICS INSURED CASH SWEEP	
Registration Number:	3314470	IND	
Registration Number:	4295820	IND	
Registration Number:	4156049	INSURED CASH SWEEP	
TRADEMARK			

OP \$890.00 4463047

Property Type	Number	Word Mark
Registration Number:	5431086	INSURED CASH SWEEP
Registration Number:	4170160	INSURED NETWORK DEPOSITS
Registration Number:	5859269	INSURED OVERNIGHT FUNDING
Registration Number:	6279101	INTRAFI
Registration Number:	6270486	INTRAFI NETWORK
Registration Number:	4403867	IT PAYS TO BE SAFE
Registration Number:	3365765	1 ONE BANK ONE RATE ONE STATEMENT
Registration Number:	4278352	ONE BANK, ONE RATE, ONE STATEMENT
Registration Number:	4252358	ONE RELATIONSHIP ONE RATE ONE STATEMENT
Registration Number:	4291874	ONE-WAY BUY
Registration Number:	4379011	ONE-WAY SELL
Registration Number:	5482212	PEER INTELLIGENCE
Registration Number:	5765940	THE PROFESSIONAL COMMUNITY FOR BANK EXEC
Registration Number:	4429194	YANKEE SWEEP
Registration Number:	4756218	YANKEE SWEEP
Registration Number:	6540060	THE POWER OF MANY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/08/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 5, 2021, by INTRAFI NETWORK LLC, a Delaware limited liability company (the “**Grantor**”), in favor of NOMURA CORPORATE FUNDING AMERICAS, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of November 5, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

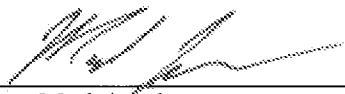
SECTION 6. Intercreditor Agreements. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

[Signature pages follow.]

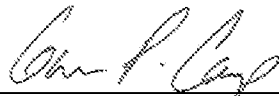
INTRAFI NETWORK LLC

By: 
Name: Mark Jacobsen
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007487 FRAME: 0174

**NOMURA CORPORATE FUNDING
AMERICAS, LLC, as Collateral Agent**

By: 
Name: Garrett P. Carpenter
Title: Managing Director

Schedule I
Trademark Registrations and Applications

Owner	Mark	App. No. or Reg. No.
IntraFi Network LLC	A SWEEP YOU CAN BANK ON	4463047
IntraFi Network LLC	A SWEEP YOU CAN TRUST	4455404
IntraFi Network LLC	AF Stylized Letters	5745774
IntraFi Network LLC	ASSETPOINT	4335676
IntraFi Network LLC	ASSETPOINT COMMUNITY ¹	4544367
IntraFi Network LLC	ASSETPOINT FINANCIAL	5715773
IntraFi Network LLC	BANK ASSETPOINT	4335655
IntraFi Network LLC	BANK ASSETPOINT & Design	4392910
IntraFi Network LLC	BANK SAFE. BANK SMART.	4401558
IntraFi Network LLC	CDARS	2783334
IntraFi Network LLC	CDARS	4252357
IntraFi Network LLC	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE	3638858
IntraFi Network LLC	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE	2772762
IntraFi Network LLC	HELPING YOU COMPETE	4397784
IntraFi Network LLC	ICS	4249023
IntraFi Network LLC	ICS INSURED CASH SWEEP & Design	4053744
IntraFi Network LLC	IND	3314470
IntraFi Network LLC	IND & Design	4295820
IntraFi Network LLC	INSURED CASH SWEEP	4156049
IntraFi Network LLC	INSURED CASH SWEEP	5431086
IntraFi Network LLC	INSURED NETWORK DEPOSITS	4170160
IntraFi Network LLC	INSURED OVERNIGHT FUNDING	5859269
IntraFi Network LLC	INTRAFI	6279101
IntraFi Network LLC	INTRAFI NETWORK & Design	6270486
IntraFi Network LLC	IT PAYS TO BE SAFE	4403867
IntraFi Network LLC	ONE BANK ONE RATE ONE STATEMENT & Design	3365765
IntraFi Network LLC	ONE BANK, ONE RATE, ONE STATEMENT	4278352
IntraFi Network LLC	ONE RELATIONSHIP ONE RATE ONE STATEMENT	4252358
IntraFi Network LLC	ONE-WAY BUY	4291874
IntraFi Network LLC	ONE-WAY SELL	4379011
IntraFi Network LLC	PEER INTELLIGENCE	5482212
IntraFi Network LLC	THE PROFESSIONAL COMMUNITY	5765940

¹ Abandoned but registration still live.

	FOR BANK EXECUTIVES (for Supplemental Register)	
IntraFi Network LLC	YANKEE SWEEP	4429194
IntraFi Network LLC	YANKEE SWEEP & Design ²	4756218
IntraFi Network LLC	THE POWER OF MANY	6540060

² Abandoned but registration still live.