

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694219

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900653904		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerpay, LLC		11/01/2021	Limited Liability Company: WYOMING
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5714076	POWERPAY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
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:	12/13/2021		
Total Attachments: 6			
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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2021 (this “Security Agreement”), is made by the undersigned (each, a “Grantor” and, collectively, the “Grantors”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors, the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a First Lien Credit Agreement, dated as of December 22, 2016 (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 “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, EVO Payments International, LLC and certain of its Subsidiaries have entered into the 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 July 6, 2018, as amended and restated in part pursuant to the Second Restatement Agreement to First Lien Credit Agreement dated as of November 1, 2021 and as has been otherwise or may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent 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 the following Collateral (the “Trademark 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder will automatically be deemed to have been released; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

SECTION 3. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.


SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

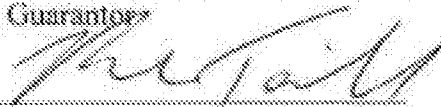
SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

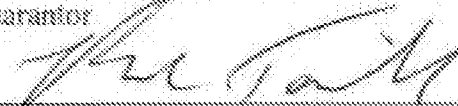
EVO PAYMENTS INTERNATIONAL, LLC

By: 
Name: Thomas E. Panther
Title: Authorized Officer

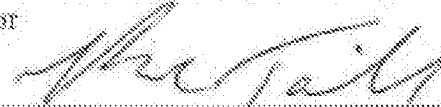
STERLING PAYMENT TECHNOLOGIES, LLC, as a Guarantor

By: 
Name: Brendan F. Tansill
Title: Authorized Officer

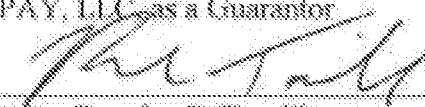
FEDERATED PAYMENT SYSTEMS, LLC, as a Guarantor

By: 
Name: Brendan F. Tansill
Title: Authorized Officer

NODUS TECHNOLOGIES, INC., as a Guarantor

By: 
Name: Brendan F. Tansill
Title: Authorized Officer

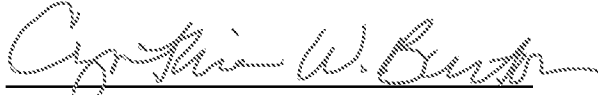
POWERPAY, LLC, as a Guarantor

By: 
Name: Brendan F. Tansill
Title: Authorized Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 

Name: Cynthia Burton

Title: Director

SCHEDULE I

Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
SIMPLETAB 	90211460 25-SEP-2020	---	Pending Intent to Use	EVO Payments International, LLC
EVO B2B 	88116522 13-SEP-2018	5792238 02-JUL-2019	Registered	EVO Payments International, LLC
EVO B2B 	88116554 13-SEP-2018	5792240 02-JUL-2019	Registered	EVO Payments International, LLC
CRM CHARGE 	88539984 26-JUL-2019	6133590 25-AUG-2020	Registered	Nodus Technologies, Inc.
CCA 	87398060 04-APR-2017	5915277 19-NOV-2019	Registered	Nodus Technologies, Inc.
POWERPAY 	88079485 15-AUG-2018	5714076 02-APR-2019	Registered	Powerpay LLC
SMARTECR 	87343609 21-FEB-2017	5326144 31-OCT-2017	Registered	Sterling Payment Technologies, LLC
SMARTECR 	87337333 15-FEB-2017	5326137 31-OCT-2017	Registered	Sterling Payment Technologies, LLC
ACCEPTPRO 	87278292 22-DEC-2016	5264851 15-AUG-2017	Registered	Federated Payment Systems, LLC
ACCEPTPRO 	87278397 22-DEC-2016	5264863 15-AUG-2017	Registered	Federated Payment Systems, LLC
FEDERATED PAYMENTS	86625681 11-MAY-2015	4971973 07-JUN-2016	Registered	Federated Payment Systems, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
FEDERATED PAYMENTS				