

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimePay, LLC		12/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2056092	PRIMEPAY	
Registration Number:	2294575	PRIMEPAY	
Registration Number:	2988504	PRIMELINK+	
Registration Number:	2965713	PRIMETAX	
Registration Number:	2941188	PRIMEXPORTS	
Registration Number:	2941187	PRIMEXPRESS	
Registration Number:	4321511	HR3	
Registration Number:	4597809	BROKER CONCIERGE	
Registration Number:	3811817	READYSETWORK	
Registration Number:	3811818		
Registration Number:	6551795	PROFITKEEPER	
Registration Number:	4220835	SYNCHR	
Serial Number:	90430747	PROFITKEEPER BY PRIMEPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 2056092

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1553141 TM

NAME OF SUBMITTER: John Kline

SIGNATURE: /John Kline/

DATE SIGNED: 12/20/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021 (this “**Trademark Security Agreement**”), by PrimePay, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Credit Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among PrimePay Holdings II, LLC, a Delaware limited liability company, PrimePay Intermediate, LLC, a Delaware limited liability company, the Subsidiary Guarantors party thereto from time to time, the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent.

WHEREAS, the Grantor is party to a Security Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

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 Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are 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 Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument 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

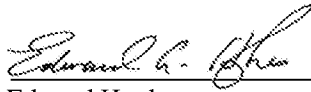
this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, 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.

PRIMEPAY, LLC
as Grantor

By: 
Name: Edward Hughes
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007535 FRAME: 0839

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Brian Carbone
Name: Brian Carbone
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
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Schedule I
Trademark Registrations and Use Applications

Trademark Registrations:

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PrimePay, LLC	PrimePay	2056092	April 22, 1997
PrimePay, LLC	PrimePay	2294575	November 23, 1999
PrimePay, LLC	PrimeLink+	2988504	August 30, 2005
PrimePay, LLC	PrimeTax	2965713	July 12, 2005
PrimePay, LLC	PrimeXports	2941188	April 19, 2005
PrimePay, LLC	PrimeXpress	2941187	April 19, 2005
PrimePay, LLC	HR3	4321511	April 16, 2013
PrimePay, LLC	BROKER CONCIERGE	4597809	September 2, 2014
PrimePay, LLC	READYSETWORK	3811817	June 29, 2010
PrimePay, LLC		3811818	June 29, 2010
PrimePay, LLC	PROFITKEEPER	6551795	November 9, 2021
PrimePay, LLC	SyncHR	4220835	October 9, 2012

Trademark Applications:

<u>Grantor</u>	<u>Trademark Application</u>	<u>Application No.</u>	<u>Application Date</u>
PrimePay, LLC		90430747	December 30, 2020