

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East Commerce Solutions, LLC		01/20/2022	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC		
Street Address:	101 Huntington Ave., 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87874175	BOSTON CASH REGISTER	
Serial Number:	78137737	EAST COMMERCE SOLUTIONS CREDIT CARD PROC	
Serial Number:	86803444	MERCHANT EXPERTS	
Serial Number:	77712382	WRITE TOUCH POS	
Serial Number:	77886029	WRITE TOUCH POS THE RIGHT CHOICE IN POS	
Serial Number:	90738833	QSELZ	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	01/20/2022		

OP \$165.00 87874175

Total Attachments: 6

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2022 (this “Security Agreement”), is made by EAST COMMERCE SOLUTIONS, LLC, a Rhode Island limited liability company (the “Grantor”), in favor of AUDAX PRIVATE DEBT LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Guaranty and Security Agreement referred to below).

WHEREAS, NxGen Buyer, Inc., a Delaware corporation (“NxGen Borrower”), Payroc Buyer, LLC, a Delaware limited liability company (“Payroc”), Payroc WorldAccess, LLC, formerly known as Payroc Intermediate Holdings, LLC, a Delaware limited liability company (“Payroc Holdings”), NxGen Holding, Inc., a Delaware corporation (“NxGen Holdco”), NxGen Guarantor, Inc., a Delaware corporation (“NxGen Guarantor”), Payscape Guarantor, LLC, a Delaware limited liability company (“Payscape Guarantor”), Payscape Buyer, Inc., a Delaware corporation (“Payscape Borrower” and with NxGen Borrower, Payroc, Payroc Holdings, NxGen Holdco, NxGen Guarantor and Payscape Guarantor, each a “Borrower” and collectively, the “Borrowers”), Payroc Topco, L.P., a Delaware limited partnership (“Holdings”), the other Loan Parties from time to time party thereto, the several banks and other lenders from time to time party thereto (the “Lenders”) and Administrative Agent, have previously entered into that certain Second Lien Term Loan Agreement dated as of October 31, 2019 (including all exhibits and schedules attached thereto, as the same may be amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into the Second Lien Guaranty and Security Agreement, dated as of October 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Second Lien Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

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

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The 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 Grantor, hereby pledges and grants 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 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 and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks 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.

Section 3 Second Lien Guaranty and 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 Second Lien Guaranty and Security Agreement, and the 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Second Lien Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Second Lien Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The 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 and Trademark Licenses subject to a security interest hereunder.

Section 6 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 7 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.

Section 8 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to or in connection with this Agreement or any other Collateral Document (as defined in the Intercreditor Agreement), and the exercise of any right or remedy by the Administrative Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

Until the Discharge of First Lien Obligations, the delivery or transfer of any Collateral to, or the control of any Collateral by, the First Lien Agent pursuant to the First Lien Collateral Documents (as defined in the Intercreditor Agreement) and in compliance with the Intercreditor Agreement shall, to the extent such delivery, transfer or control can only be given to one Person under the UCC, satisfy any delivery, transfer or control requirement hereunder.

[Remainder of page intentionally left blank]

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.

EAST COMMERCE SOLUTIONS, LLC

By: 
Name: Kevin Hodges
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 007563 FRAME: 0357

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

AUDAX PRIVATE DEBT LLC, as Administrative Agent

By: 

Name: Adam J. Weiss

Title: Authorized Signatory

SCHEDULE I

Mark	Application Number	Filing Date	Registration Number	Issue Date	Jurisdiction	Owner
BOSTON CASH REGISTER	87874175	4/12/18	5,767,042	6/4/2019	USA	East Commerce Solutions, LLC
EAST COMMERCE SOLUTIONS PROCESSING MADE SIMPLE	78137737	6/21/02	2704821	4/8/03	USA	East Commerce Solutions, LLC
MERCHANT EXPERTS	86803444	10/29/15	4,948,315	4/26/16	USA	East Commerce Solutions, LLC
WRITE TOUCH POS	77712382	4/13/09	3,792,135	5/25/10	USA	East Commerce Solutions, LLC
	77886029	December 4, 2009	3,821,230	7/20/10	USA	East Commerce Solutions, LLC
	90738833	5/27/21	n/a	n/a	USA	East Commerce Solutions, LLC