

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brightwell Payments, Inc.		12/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Salem Investment Partners V, Limited Partnership		
<b>Street Address:</b>	7900 Triad Center Dr.		
<b>Internal Address:</b>	Suite 333		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27409		
<b>Entity Type:</b>	Limited Partnership: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4119818	BRIGHTWELL PAYMENTS	
<b>Registration Number:</b>	4116460	BRIGHTWELL PAYMENTS	
<b>Registration Number:</b>	3057435	OCEANPAY	
<b>Registration Number:</b>	5410978	BRIGHTWELL PAYMENTS	
<b>Registration Number:</b>	5415882	BRIGHTWELL PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3362329158		
<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>			
<b>Phone:</b>	(919) 573-6258		
<b>Email:</b>	mbailey@brookspierce.com		
<b>Correspondent Name:</b>	Melissa Bailey, Esq.		
<b>Address Line 1:</b>	150 Fayetteville St.		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	Salem/ Brightwell		
<b>NAME OF SUBMITTER:</b>	Melissa Bailey		
<b>SIGNATURE:</b>	/Melissa Bailey/		
<b>DATE SIGNED:</b>	01/25/2022		

OP \$140.00 4119818

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST  
IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) is made and entered into on December 30, 2021, by BRIGHTWELL PAYMENTS, INC., a Delaware corporation (“Grantor”), in favor of SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP, a North Carolina limited partnership with offices at 7900 Triad Center Drive, Suite 333, Greensboro, North Carolina 27409 (“Lender”).

WHEREAS, Grantor has entered into a Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), dated the date hereof, in which Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest in general intangibles, including without limitation, the Trademark Collateral (as hereinafter defined) and agreed to execute this Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Security Agreement), Grantor does hereby agree with Lender as follows:

Section 1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them by the Loan Agreement and the Security Agreement. In addition, the following terms shall have the following meanings:

“Trademark Licenses” means all present and future agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule A attached hereto.

“Trademarks” means, collectively, with respect to Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered or recorded in the United States, any state thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, (ii) applications, registrations, and renewals, and divisions and amendments thereof, and rights to obtain any of the foregoing, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof, including, without limitation, any thereof referred to in Schedule A hereto.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender a security interest in all of its right, title and interest in and to and under the following collateral (the “Trademark Collateral”); provided, that the Trademark Collateral shall not include any Excluded Property:

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all applications, registrations, and renewals, and divisions and amendments thereof, and rights to obtain any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. After Acquired Trademark Collateral. Upon the acquisition or creation by any Grantor of any Trademark Collateral consisting of Trademarks of the type registered with the United States Patent and Trademark Office following the date hereof, Grantor shall promptly, and within 30 days, notify the Lender of such Trademark Collateral and upon Lender's request, shall register such Trademark Collateral with the United States Patent and Trademark Office.

Section 4. Security Agreement. This Grant has been given in conjunction with the security interest granted to Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference. Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

Section 5. Maintenance of Trademark Collateral. Grantor shall timely file any documents necessary to renew or maintain any Trademark Collateral consisting of Trademarks registered with the United States Patent and Trademark Office and shall pay any fees associated with the renewal or maintenance of such Trademark Collateral except as otherwise permitted by the Loan Agreement (as defined in the Security Agreement). Grantor shall promptly notify Lender of any litigation, infringement claims, or other matter involving any material Trademark Collateral, and Grantor shall work with Lender to protect Lender's rights in such Trademark Collateral at Grantor's expense.

Section 6. Warranties. Grantor represents and warrants that it has good and marketable title in the Trademark Collateral and that Grantor has not previously made any assignments of its interests or issued any prior security interests in the Trademark Collateral other than Permitted Liens.

Section 7. Miscellaneous. The security interest granted to Lender in this instrument shall exist continually until all Obligations (other than contingent obligations for which no claim has been made) have been paid in full. Upon such payment, Lender's security interest in the

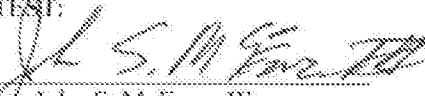
Trademark Collateral shall automatically terminate and Lender shall, at Grantor's request and expense, send such termination statements to Grantor or file them with any applicable filing office. This Grant may be executed in any number of counterparts (by facsimile, portable document format (pdf) or original) and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Grant, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Grant, shall be governed by and construed under and in accordance with the laws of the State of North Carolina without respect to any conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

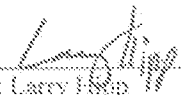
[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed by its duly authorized representative as of the date first written above.

BRIGHTWELL PAYMENTS, INC.

ATTEST:

By:   
Name: John S. McEwan III  
Title: Chief Financial Officer and Secretary  
[CORPORATE SEAL]

By:   
Name: Larry Hopp  
Title: Chief Executive Officer

Accepted and Agreed:

SALEM INVESTMENT PARTNERS V,  
LIMITED PARTNERSHIP (SEAL)

By: SIP V Management LLC,  
Its General Partner

By: \_\_\_\_\_  
David Faris, Manager

*[Signature Page to Grant of Security Interest in Trademarks]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed by its duly authorized representative as of the date first written above.

BRIGHTWELL PAYMENTS, INC.

ATTEST:

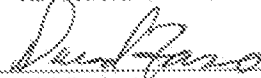
By: \_\_\_\_\_  
Name: John S. McEwan III  
Title: Chief Financial Officer and Secretary  
[CORPORATE SEAL]

By: \_\_\_\_\_  
Name: Larry Hipp  
Title: Chief Executive Officer

Accepted and Agreed:

SALEM INVESTMENT PARTNERS V,  
LIMITED PARTNERSHIP (SEAL)

By: SIP V Management LLC,  
Its General Partner

By:  \_\_\_\_\_  
David Paris, Manager

*[Signature Page to Grant of Security Interest in Trademarks]*