

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Payment Card Association		02/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5191798	ZIPLINE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11668.264		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	02/18/2022		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “Agreement”), dated as of February 16, 2022, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, PDI TA HOLDINGS, INC., a Delaware corporation (the “Borrower”), the Guarantors from time to time party thereto, the Administrative Agent, the L/C Issuer and the Lenders from time to time party thereto are parties to a Second Lien Credit and Guaranty Agreement dated as of March 19, 2019 (as amended by that certain Amendment and Consent No. 1 to Second Lien Credit and Guaranty Agreement, dated as of December 20, 2019, that certain Amendment No. 2 to Second Lien Credit and Guaranty Agreement, dated as of April 29, 2020, that certain Amendment No. 3 to Second Lien Credit and Guaranty Agreement, dated as of May 20, 2020, that certain Amendment No. 4 to Second Lien Credit and Guaranty Agreement, dated as of December 17, 2020, that certain Amendment No. 5 to Second Lien Credit and Guaranty Agreement, dated as of April 26, 2020, that certain Amendment No. 6 to Second Lien Credit and Guaranty Agreement, dated as of August 30, 2021, that certain Amendment No. 7 to Second Lien Credit and Guaranty Agreement, dated as of November 23, 2021, that certain Amendment No. 8 to Second Lien Credit and Guaranty Agreement, dated as of December 7, 2021, and as further amended, restated or supplemented from time to time prior to the date hereof, the “Credit Agreement”), pursuant to which the Administrative Agent, L/C Issuer and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Second Lien Security Agreement dated March 19, 2019 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “Security Agreement”) among the Grantor, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “Trademarks” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of the Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, the Grantor hereby grants to Administrative Agent a continuing second priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions 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.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

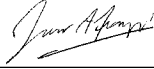
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

GRANTOR:

National Payment Card Association

By:  _____

Name: Jimmy Frangis


Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007638 FRAME: 0532

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	App. Number	App. Date	Reg. No.	Reg. Date	Owner
Zipline	86599418	16-APR-2015	5191798	25-APR-2017	National Payment Card Association

TRADEMARK APPLICATIONS

None.