

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valid USA, Inc.		02/22/2022	Corporation: DELAWARE
Valid Identity Solutions, LLC		02/22/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	77494522	BIOCORE	
Serial Number:	75700806	BRAILLE CARD	
Registration Number:	2418771	FOIL CARD	
Registration Number:	3424387	BUSINESS PROFILER	
Registration Number:	3542279	DATA QUALITY ENHANCER	
Registration Number:	3433008	DATAMASTER	
Registration Number:	3360669	DQS	
Registration Number:	3305000	LOCATOR	
Registration Number:	5235676	SCREENCHECK NORTH AMERICA	
Serial Number:	87900884	SMARTTURN	
Serial Number:	90333194	DMV@HOME	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		

CH \$290.00 77494522

Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 02/24/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 22, 2022 (this “Agreement”), among VALID USA, INC., a Delaware corporation, VALID IDENTITY SOLUTIONS, LLC, an Indiana limited liability company (each a “Grantor” and collectively, the “Grantors”), and HSBC Bank USA, National Association (“Lender”).

Reference is made to the Loan and Security Agreement dated as February 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantors, certain other borrowers from time to time party thereto (together with Grantors, the “Borrowers”), the Guarantors from time to time party thereto, and Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantors hereby grant to Lender, and its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Grantors or in, to or under which Grantors now have or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that, notwithstanding the foregoing or anything in the Loan Agreement or the Other Documents to the contrary, the Trademark Collateral shall not include Excluded Property.

SECTION 3 Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. Grantors hereby acknowledge and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

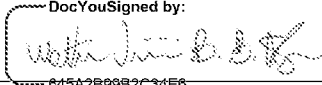
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

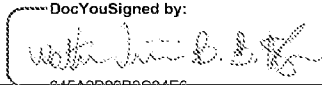
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VALID USA, INC.

DocYouSigned by:

By: _____
Name: Walter Silva
Title: Treasurer

VALID IDENTITY SOLUTIONS, LLC

DocYouSigned by:

By: _____
Name: Walter Silva
Title: Treasurer

[Signature Page to Trademark Security Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION,
as Lender

By:  _____

Name: Todd A. Pozzuoli

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007642 FRAME: 0147

SCHEDULE I

U.S. Trademark Applications and Registrations

Registrant	IP Name	Description	Status	Country	Identification
Valid USA	Biocore	9: Thermoplastic cards	Registered	US	77494522
Valid USA	Braille Card	9: business transaction cards	Registered	US	75700806
Valid USA	Foil Card	9: business transaction cards	Registered	US	2,418,771
Valid USA	Business Profiler	35: Preparing and compiling accurate and standardized mailing address data and mailing lists for the direct market industry	Registered	US	3,424,387
Valid USA	Data Quality Enhancer	35: Computerized database management	Registered	US	3,542,279
Valid USA	Datamaster	35: Computerized database management	Registered	US	3,433,008
Valid USA	DQS	35: Information and data compiling, sorting and analyzing services relating to business management in the direct marketing industry	Registered	US	3,360,669
Valid USA	Locator	35: Computerized tracking and tracing of packages and documents in transit for the direct marketing industry	Registered	US	3,305,000
VIS	ScreenCheck North America	9: Encoded identity cards; magnetically encoded identity cards; identity card printers; computer software, namely, printer drivers and operating software for identity card printers, and computer software for use in creating identity cards	Registered	US	5,235,676
Valid USA	SMARTTURN	Application Issued: 040 - Digital printing	Issued/Granted	US	87/900,884
Valid USA	BIOCORE	photograph of the goods	Application	USA	77494522

Valid USA	DMV@HOME	SaaS ID System	Filed	USA	90/333,194
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[Schedule 1]