

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPAY3, Inc.		04/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Attn: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5197630	EPAYPOLICY	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	655 West Broadway		
Address Line 2:	Hillary Kooy		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	75123.132		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	04/26/2022		
Total Attachments: 12			
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed] (4.2022)#page1.tif			
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]			

OP \$40.00 5197630

(4.2022)#page2.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page3.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page4.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page5.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page6.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page7.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page8.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page9.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page10.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page11.tif
source=05. Bridge Bank - ePay - Amended and Restated Trademark Security Agreement [Executed]
(4.2022)#page12.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 26, 2022 (the "Effective Date"), is made by EPAY3, Inc., a Delaware corporation ("Grantor"), in favor of WESTERN ALLIANCE BANK, an Arizona corporation (as successor in interest by assignment to Hercules Capital, Inc.) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), among EPAYPOLICY HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), EPAY3, INC., a Delaware corporation (the "Borrower" or the "Company"), EPAY3CA PAYMENTS INC., a Canadian corporation ("Canadian Guarantor"), the other guarantors from time to time party thereto (together with Holdings and Canadian Guarantor, the "Guarantors"), and collectively with the Borrower and Holdings, the "Loan Parties"), WESTERN ALLIANCE BANK, an Arizona corporation ("WAB") (as successor in interest by assignment to Hercules Capital, Inc.), as agent for Lenders (WAB, in such capacity, the "Agent"), as Lead Arranger and a Lender, the other banks, financial institutions and other entities from time to time parties thereto as Lenders (such lenders, together with their respective successors and permitted assigns, each a "Lender" and collectively, the "Lenders"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets (other than the Excluded Property), including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered trademarks and all of Grantor's filed trademark applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Trademarks"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent's Liens in the Registered Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Trademark Collateral"):

(a) all of its registered trademarks and filed trademark applications, including, without limitation, after giving effect to the Effective Date Transactions, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (a) above;

(c) all trademark applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Trademark Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Trademark Collateral by or on behalf of Grantor; 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 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Trademark Collateral registered with, or subject to any application for registration filed with, the United States Patent and Trademark Office ("Registered Trademark Collateral"), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.5 of the Credit Agreement following acquisition of such new Registered Trademark Collateral, deliver to Agent a duly executed

Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Trademark Collateral on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Trademark Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Trademark Collateral, and all Trademark Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Registered Trademark Collateral owned by Grantor as of the Effective Date.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or

regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

Section 13. Amendment and Restatement. This Agreement amends and restates that certain Trademark Security Agreement entered into by Grantor in favor of Agent (as successor in interest by assignment to Hercules Capital, Inc.), dated as of December 10, 2019 (the “Original Trademark Security Agreement”). The Original Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 10, 2019, at Reel/Frame 6812/0001, to evidence the security interest granted under the Original Trademark Security Agreement. On and after the Effective Date, the Original Trademark Security Agreement shall be of no further force and effect except as amended and restated hereby. This Agreement is not intended to constitute, and does not constitute, a novation of the obligations under the Original Trademark Security Agreement, and each party hereto reaffirms the Liens granted pursuant to the Original Trademark Security Agreement, which Liens shall continue in full force and effect during the term of this Agreement and any renewals or extensions thereof and shall continue to secure the Obligations.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

EPAY3, INC.

By: Joel Kristoferson
Name: Joel Kristoferson
Its: Secretary

ACCEPTED AND AGREED
as of the date first above written:

WESTERN ALLIANCE BANK

By: 
Name: Danielle Styles
Its: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

DMS 22237405

RECORDED: 04/26/2022

TRADEMARK
REEL: 007703 FRAME: 0617