

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SHORT FORM)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCPP, LLC		07/19/2022	Limited Liability Company: CALIFORNIA
Qgiv, Inc.		07/19/2022	Corporation: FLORIDA
HealthiPASS Inc.		07/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5311998	TC IPA	
Registration Number:	5691405	TC SAFE	
Registration Number:	4996119	TC IPA INTEGRATED PAYMENT APPLICATION	
Registration Number:	5491767	TC CARDCURRENT	
Registration Number:	4586820	TC PAYMENT PORTAL	
Registration Number:	4586821	TC VAULT	
Registration Number:	4323130	TRUSTCOMMERCE	
Registration Number:	4217588	PAYWITHIT	
Registration Number:	3364764	TC SMART PRODUCTS	
Registration Number:	3368156	TC PROCESS SMART	
Registration Number:	3717255	TC TRUSTEE	
Registration Number:	3409148	TC CREDIGUARD	
Registration Number:	3312190	TC CITADEL	
Registration Number:	4582588	TC LINK	
Registration Number:	5779168	GIVI	
Registration Number:	4335831	BARNSTORM	
Registration Number:	4404000	HOBNOB	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3620368	DONATIONU
Registration Number:	3620366	DONATION UNIVERSITY
Registration Number:	3524888	QUICKLY. SAFELY. GENEROUSLY.
Registration Number:	3419459	QGIV
Registration Number:	4589942	HEALTHIPASS
Registration Number:	6703858	HEALTH IPASS

CORRESPONDENCE DATA

Fax Number: 6173417701
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.
Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	07/19/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 19, 2022 (this “**Trademark Security Agreement**”), by TCPP, LLC, a California limited liability company, Qgiv, Inc., a Florida corporation and HealthiPASS Inc., a Delaware corporation (each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of July 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

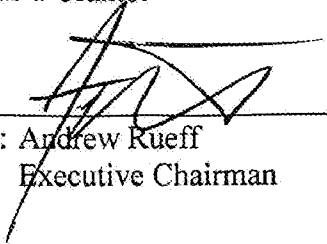
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Waiver of Right to Trial by Jury. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

TCPP, LLC
QGIV, INC.
HEALTHIPASS INC.,
each, as a Grantor

By: 
Name: Andrew Rueff
Title: Executive Chairman

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:



Name: Nicole Kasar

Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration No.
TCPP, LLC	TC IPA	5311998
TCPP, LLC	TC SAFE	5691405
TCPP, LLC	TC IPA INTEGRATED PAYMENT APPLICATION	4996119
TCPP, LLC	TC CARDCURRENT	5491767
TCPP, LLC	TC PAYMENT PORTAL	4586820
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Qgiv, Inc.	GIVI	5779168
Qgiv, Inc.	BARNSTORM	4335831
Qgiv, Inc.	HOBNOB	4404000
Qgiv, Inc.	DONATIONU	3620368
Qgiv, Inc.	DONATION UNIVERSITY	3620366
Qgiv, Inc.	QUICKLY. SAFELY. GENEROUSLY.	3524888
Qgiv, Inc.	QGIV	3419459
HealthiPASS Inc.	HEALTHIPASS	4589942

HealthiPASS Inc.	HEALTH IPASS	6703858
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Applications:

None.