

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPLETE MERCHANT SOLUTIONS LLC		10/14/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1700 Lincoln Street, Suite 800		
Internal Address:	MAC C7300-081		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5699247	NEXIO	
Registration Number:	5699248	NEXIO	
Registration Number:	5892212	NEXIO	
Registration Number:	5892213	NEXIO	
Registration Number:	5892214	NEXIO	
Registration Number:	5892215	NEXIO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	580120.01734		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		

OP \$165.00 5699247

DATE SIGNED:	10/14/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of October, 2022, by and among COMPLETE MERCHANT SOLUTIONS LLC, a Utah limited liability company (“Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Bank”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, as borrower, and Bank, Bank has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Bank is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as the context may require.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Bank, to secure the Reimbursement Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR REIMBURSEMENT OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Reimbursement Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Reimbursement Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

COMPLETE MERCHANT SOLUTIONS LLC

By: 
Name: Bryan Blanchard
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

**WELLS FARGO BANK NATIONAL
ASSOCIATION, a national banking association**

By: _____
Name: Steve Lowe
Title: Senior Vice President



[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007868 FRAME: 0287**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use
or amendment to allege use has been filed)

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registered and Applied for Trademarks:

Mark	Owner	Jurisdiction	Registration No.	Registration Date
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5699247	03-12-2019
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5699248	03-12-2019
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5892212	10-22-2019
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5892213	10-22-2019
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5892214	10-22-2019
NEXIO NEXIO	Complete Merchant Solutions LLC	USA	5892215	10-22-2019

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

None.

Trademark Licenses

None.