

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTIC-PACIFIC PROCESSING SYSTEMS NV, CORP.		10/14/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90408236	PAYNOMIX	
Serial Number:	90169113	SAASQUACH	
Serial Number:	90168585	ALPS	
Serial Number:	87162075	ATLANTIC PACIFIC PROCESSING SYSTEMS	
Serial Number:	88616293	ATLANTIC-PACIFIC PROCESSING SYSTEMS	
Serial Number:	90169001	APPSOS	
Serial Number:	90169053	EVEREST SWITCH	
Serial Number:	90169145	CHARGEBACK RESOLVE	
Serial Number:	86942059	INCONRADAR	
Serial Number:	85736836	PCI TOOLKIT	
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>			
Phone:	8448182387		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Avenue NW		

OP \$265.00 90408236

Address Line 2: Suite 712
Address Line 4: Washington, NEW YORK 20036

ATTORNEY DOCKET NUMBER: 1809977

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 10/19/2022

Total Attachments: 12

source=IPSA 10-14-22- WAB-Fattmerchant#page1.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page2.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page3.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page4.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page5.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page6.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page7.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page8.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page9.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page10.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page11.tif
source=IPSA 10-14-22- WAB-Fattmerchant#page12.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 14, 2022, is made by and among **ATLANTIC-PACIFIC PROCESSING SYSTEMS NV, CORP.**, a Nevada corporation (the "Grantor"), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation ("Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit, Term Loan and Security Agreement, dated as of April 30, 2021 (as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 24, 2021, that certain Limited Waiver and Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of June 17, 2022, that certain Third Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 5, 2022, that certain Limited Wavier and Fourth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 26, 2022, that certain Fifth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of September 28, 2022, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, *inter alios*, the Grantor, the other borrowers and guarantors from time to time party thereto, Western Alliance Bank, an Arizona corporation ("WAB"), as agent for Lenders (WAB, in such capacity, the "Agent"), as Sole Lead Arranger and a Lender, and 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, 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 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 Monthly 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 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 9. 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 10. 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 15.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 15.5 of the Credit Agreement (indemnities by Grantor), Section 15.6 of the Credit Agreement (notices), Section 15.7 of the Credit Agreement (survival of certain provisions), Section 15.9 of the Credit Agreement (expenses), Section 15.10 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.

[Signature Pages Follow]

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

GRANTOR:

**ATLANTIC-PACIFIC PROCESSING
SYSTEMS NV, CORP.**

By: William Nix
Name: William Nix
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: _____
Name:
Title:

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

GRANTOR:

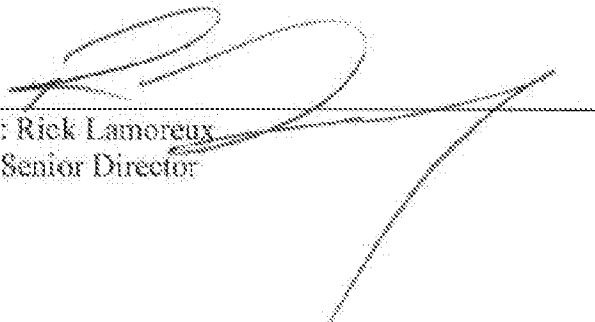
**ATLANTIC-PACIFIC PROCESSING
SYSTEMS NV, CORP.**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: 
Name: Rick Lamoreux
Title: Senior Director

**Schedule 1
to
Trademark Security Agreement**

TRADEMARKS

Grantor's U.S. trademarks and trademark applications:


	Word/Mark	U.S. Serial No.	U.S. Registration No.	USPTO Ref. No.	Filing or Registration Date	Current Owner
1.	PAYNOMIX	90408236	N/A		12/23/2020	Atlantic-Pacific Processing Systems, Inc.
2.	SaaSquach	90169113	N/A		9/9/2020	Atlantic-Pacific Processing Systems, Inc.
3.	ALPS	90168585	N/A		9/9/2020	Atlantic-Pacific Processing Systems, Inc.
4.		87162075	5314863		9/6/2016 10/24/2017	Atlantic-Pacific Processing Systems, Inc.
5.	Atlantic-Pacific Processing Systems	88616293	6028718		9/13/2019 4/7/2020	Atlantic-Pacific Processing Systems, Inc.
6.	APPSOS	90169001	6353185		9/9/2020 5/18/2021	Atlantic-Pacific Processing Systems, Inc.
7.	EVEREST SWITCH	90169053	N/A		9/9/2020	Atlantic-Pacific Processing Systems, Inc.
8.	CHARGEBACK RESOLVE	90169145	N/A		9/9/2020	Atlantic-Pacific Processing Systems, Inc.
9.	INCONRADAR	86942059	5138915		3/16/2016 2/7/2017	Atlantic-Pacific Processing Systems NV, Inc.
10.	PCI TOOLKIT	85736836	4301491		9/24/2012 3/12/2013	Atlantic-Pacific Processing Systems NV, Inc.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this [] day of [], [] by (i) [] (each, a "Grantor", and collectively, the "Grantors"), in favor of **WESTERN ALLIANCE BANK** ("Agent"), with an address at One East Washington Street, Suite 1400, Phoenix, AZ 85004:

WITNESSETH

WHEREAS, Grantors and Agent are parties to a certain Trademark Security Agreement dated as of October 14, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted 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 Trademark Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Trademark Collateral, Grantor shall deliver to Agent a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Trademark Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by a 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 or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Trademark Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

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

(c) all other property otherwise constituting Trademark Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Trademark Collateral described above shall be included in and be part of the Trademark Collateral under and subject to all of the terms and provisions of the Trademark Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Trademark Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original Trademark Agreement or any Schedule to any other Supplement to the original Trademark Agreement delivered by Grantor since the date thereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTORS:

[]

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: _____

Name:

Title:

SCHEDULE I TO SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT

DMS 23589376.6

RECORDED: 10/19/2022

TRADEMARK
REEL: 007873 FRAME: 0014