

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BESTPASS, INC.		11/21/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6196428	PAYVIAM	
Registration Number:	5872753	BESTPASS	
Registration Number:	4933693	WHERE YOU GO. BESTPASS	
Registration Number:	4933692	WHERE YOU GO.	
Registration Number:	4528181	OWN THE ROAD. FOR LESS.	
Registration Number:	4520369	BESTPASS	
Registration Number:	4489792	BESTPASS	
Serial Number:	97263145	BESTPASS WHERE YOU GO.	
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:	580120.01803		

OP \$215.00 6196428

NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	11/22/2022
Total Attachments: 6 source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page1.tif source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page2.tif source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page3.tif source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page4.tif source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page5.tif source=(580120.01803) 11.21.22 [Bestpass] Trademark Security Agreement - EXECUTED#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2022 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this "Trademark Security Agreement") is entered into by and between **BESTPASS, INC.**, a New York corporation ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent (the "Administrative Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, as Borrower, Tollpass, LLC a Delaware limited liability company, as Holdings, the lenders who are party to the Credit Agreement and who may become party to the Credit Agreement pursuant to the terms thereof (collectively, the "Lenders") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Administrative Agent and the Lenders are 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 Administrative Agent that certain Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent 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 the Administrative Agent, to secure the Secured 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 SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to the Administrative Agent and/or the Lenders, 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 the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Administrative Agent 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 the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS, ETC. 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 EXCLUSIVELY GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CHOICE OF LAW (OTHER THAN SET FORTH IN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of page intentionally left blank; signature pages follow.]

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:

BESTPASS, INC.

By: 

Name: Tom Fogarty

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007901 FRAME: 0097

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

WELLS FARGO BANK NATIONAL
ASSOCIATION, as Administrative Agent

By: Bryan J. Cassella, Sr
Name: Bryan J. Cassella
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

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	Grantor	Jurisdiction	Serial No.	Registration No.	Registration Date
BESTPASS WHERE YOU GO	Bestpass, Inc.	USA	97263145		
PAYVIAM	Bestpass, Inc.	USA	88584874	6196428	November 10, 2020
BESTPASS	Bestpass, Inc.	USA	88347912	5872753	October 1, 2019
WHERE YOU GO. BESTPASS ESTD. 2001.	Bestpass, Inc.	USA	86492742	4933693	April 5, 2016
WHERE YOU GO.	Bestpass, Inc.	USA	86492669	4933692	April 5, 2016
OWN THE ROAD. FOR LESS.	Bestpass, Inc.	USA	85910919	4528181	May 13, 2014
BESTPASS	Bestpass, Inc.	USA	85910879	4520369	April 29, 2014
BESTPASS	Bestpass, Inc.	USA	85910664	4489792	February 25, 2014

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

None.

Trademark Licenses

None.