

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EverTec, Inc.		12/01/2022	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, 6th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5265517	EVERTEC	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	12/01/2022		
Total Attachments: 6			
source=09(b). Evertec - U.S. Trademark Security Agreement (2022) [Evertec, Inc.]#page1.tif			
source=09(b). Evertec - U.S. Trademark Security Agreement (2022) [Evertec, Inc.]#page2.tif			
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OP \$40.00 5265517

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EverTec, Inc.

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: Commonwealth of Puerto Rico
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 1, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Truist Bank, as Collateral Agent

Street Address: 3333 Peachtree Road, 6th Floor

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)
5265517

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: EverTec (78840.0182)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

December 1, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

U.S. Trademark Security Agreement

U.S. Trademark Security Agreement, dated as of December 1, 2022, by EVERTEC, INC., a Commonwealth of Puerto Rico corporation (the “Pledgor”), in favor of TRUIST BANK, as Collateral Agent (in such capacity, the “Agent”) for the Secured Parties.

WHEREAS, the Pledgor is party to a Collateral Agreement dated as of December 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Agent pursuant to which the Pledgor (a) granted and pledged to the Agent a security interest in all right, title and interest of Pledgor in and to the Trademark Collateral (as defined below) and (b) is required to execute and deliver this U.S. Trademark Security Agreement.

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

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings given to them (including by reference) in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby grants and pledges to the Agent for the benefit of the Secured Parties a security interest in all of the Pledgor’s right, title and interest in and to all the following (collectively, the “Trademark Collateral”):

- (a) the United States Trademarks of the Pledgor, including those registrations and applications listed on **Schedule I** attached hereto; and
- (b) all proceeds and products of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this U.S. Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Collateral Agreement in accordance with, or as otherwise required pursuant to, Section 5.15 thereof, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Trademark Collateral under this U.S. Trademark Security Agreement and any other documents required to evidence the termination of the Agent’s interest in the applicable Trademark Collateral, in each case, in form and substance reasonably satisfactory to the Agent and the Pledgor.

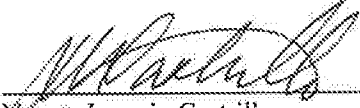
SECTION 5. Counterparts. This U.S. Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this U.S. Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this U.S. Trademark Security Agreement by facsimile, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this U.S. Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this U.S. Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 6. Governing Law. THIS U.S. TRADEMARK SECURITY AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS U.S. TRADEMARK SECURITY AGREEMENT AND ALL DISPUTES ARISING HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the Pledgor has duly executed this U.S. Trademark Security Agreement as of the date first above written.

EVERTEC, INC.

By: 
Name: Joaquin Castrillo
Title: Executive Vice President & Chief Financial Officer

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007906 FRAME: 0494

Accepted and Agreed:

TRUIST BANK, as Collateral Agent

By: Alfonso Brigham
Name: Alfonso Brigham
Title: Director

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	EverTec, Inc.	evertec & Design	87305845	01/18/2017	5265517	08/15/2017