

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nuvei Commerce, LLC (f/k/a Base Commerce Acquisition Company, LLC)		02/22/2023	Limited Liability Company: DELAWARE
Nuvei Corporation		02/22/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
<b>Street Address:</b>	250 Yonge St, 11th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5B 2L7		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6882186	NUVEI	
<b>Registration Number:</b>	6494477	B	
<b>Registration Number:</b>	6442623	BASE	
<b>Registration Number:</b>	6435681	BASELINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	614.281.3803		
<b>Email:</b>	pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Steven W. Gazdag/JONES DAY		
<b>Address Line 1:</b>	325 John H. McConnell Boulevard, Suite 6		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	958279-600049		
<b>NAME OF SUBMITTER:</b>	STEVEN W. GAZDAG		
<b>SIGNATURE:</b>	/STEVEN W. GAZDAG/		

CH \$115.00 6882186

<b>DATE SIGNED:</b>	02/23/2023
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of February 22, 2023 (this "IP Security Agreement Supplement"), by Nuvei Commerce, LLC (f/k/a Base Commerce Acquisition Company, LLC), a Delaware limited liability company and Nuvei Corporation, a corporation constituted in accordance with the laws of Canada (each, a "Grantor"), in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of June 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, Nuvei Technologies Corp. (f/k/a Pivotal Payments Direct Corp.), a corporation constituted in accordance with the laws of Canada, as the Canadian Borrower and as the Borrower Representative, Pivotal Refi LP, a Delaware limited partnership and Nuvei Technologies Inc., a Delaware corporation, as the U.S. Borrowers, Nuvei Corporation (as successor by amalgamation of Pivotal Holdings Corporation), a corporation constituted in accordance with the laws of Canada, the financial institutions from time to time party thereto (the "Lenders") and the Administrative Agent. Under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. *Terms.*** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

**SECTION 2. *Grant of Security Interest.*** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. *Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

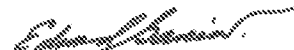
reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

**NUVEI COMMERCE, LLC**

By:   
Name: Ed Garcia  
Title: President

[Signature Page to Intellectual Property Security Agreement Supplement]

**TRADEMARK**  
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**NUVEI CORPORATION**

By: \_\_\_\_\_



Name: David Schwartz

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement Supplement]

**TRADEMARK**  
**REEL: 007981 FRAME: 0680**

**SCHEDULE I**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Nuvei Corporation	NUVEI	88292480	2/7/19	6882186	10/25/22
Nuvei Commerce, LLC (f/k/a Base Commerce Acquisition Company, LLC)	B 	88982398	11/4/19	6494477	9/21/21
Nuvei Commerce, LLC (f/k/a Base Commerce Acquisition Company, LLC)	BASE 	88982100	11/4/19	6442623	8/31/21
Nuvei Commerce, LLC (f/k/a Base Commerce Acquisition Company, LLC)	BASELINK	88981965	11/4/19	6435681	7/27/21