

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JS Innovations LLC		02/22/2023	Limited Liability Company: WASHINGTON
Paya, Inc.		02/22/2023	Corporation: DELAWARE
Direct Connect Merchant Services, LLC		02/22/2023	Limited Liability Company: FLORIDA
First Mobile Trust, LLC		02/22/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	250 Yonge St, 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5962222	ARTEMIS	
Registration Number:	6106168	CLICK2PAY	
Registration Number:	5569933	VELOCIT BUSINESS SOLUTIONS	
Registration Number:	5569929	VELOCIT BUSINESS SOLUTIONS	
Registration Number:	2968728	FIRST ACH	
Registration Number:	4460982	FIRST BILLING	
Registration Number:	4453354	FIRSTCLOUD	
Registration Number:	5567152	PAYA	
Registration Number:	5567153	PAYA	
Registration Number:	5921673	PAYA SERVICES	
Registration Number:	6847570	PURESIGHT	
Registration Number:	6487765	PERFECTING INTEGRATED PAYMENTS	
Serial Number:	90056395	PURE PLATFORM	
Serial Number:	90245053	PURECLOUD	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	90056429	PUREFAC
Serial Number:	90056364	PURE APPROACH

CORRESPONDENCE DATA

Fax Number: 2165790212
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.
Phone: 614.281.3803
Email: sgazdag@jonesday.com, pcyngier@jonesday.com
Correspondent Name: Steven W. Gazdag/JONES DAY
Address Line 1: 325 John H. McConnell Boulevard, Suite 6
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	958279-600049
NAME OF SUBMITTER:	STEVEN W. GAZDAG
SIGNATURE:	/STEVEN W. GAZDAG/
DATE SIGNED:	02/23/2023

Total Attachments: 7

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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 JS Innovations LLC, a Washington limited liability company, Paya, Inc., a Delaware corporation, Direct Connect Merchant Services, LLC, a Florida limited liability company, and First Mobile Trust, LLC, an Ohio limited liability company, (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;

B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. 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.

JS INNOVATIONS LLC

By: 


Name: Glenn Renzulli:
Title: Chief Financial Officer

PAYA, INC.

By: 


Name: Glenn Renzulli:
Title: Chief Financial Officer

DIRECT CONNECT MERCHANT SERVICES, LLC

By: 

Name: Glenn Renzulli:
Title: Chief Financial Officer



FIRST MOBILE TRUST, LLC

By: 

Name: Glenn Renzulli:
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

Registered Owner	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
Paya, Inc.	ARTEMIS	United States	87861455	4/3/2018	5962222	01/14/2020
JS Innovations LLC	CLICK2PAY and Design 	United States	88724300	12/12/2019-	6106168	07/21/2020
JS Innovations LLC	VELOCITY BUSINESS SOLUTIONS	United States	87798940	02/15/2018	5569933	09/25/2018
JS Innovations LLC		United States	87798917	02/15/2018	5569929	09/25/2018
Direct Connect Merchant Services, LLC	FIRST ACH	United States	78359407	01/29/2004	2968728	07/12/2005
First Mobile Trust, LLC	FIRST BILLING	United States	85740321	9/27/2012	4460982	01/07/24
First Mobile Trust, LLC	FIRSTCLOUD	United States	85740418	9/27/2012	4453354	12/24/2013
Paya, Inc.	PAYA	United States	87660711	10/26/2017	5567152	9/18/2018
Paya, Inc.	PAYA and Design 	United States	87660722	10/26/2017	5567153	9/18/2018
Paya, Inc.	PAYA SERVICES	United States	87822865	3/6/2018	5921673	11/26/2019
Paya, Inc.	PUREsight	United States	90318481	11/13/20	6847570	9/13/20
Paya, Inc.	PURE Platform	United States	90056395	7/16/20	Pending	Pending
Paya, Inc.	PUREcloud	United States	90245053	10/9/20	Pending	Pending
Paya, Inc.	Purefac	United States	90056429	7/16/20	Pending	Pending

Registered Owner	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
Paya, Inc.	PURE Approach	United States	90056364	7/16/20	Pending	Pending
Paya, Inc.	PERFECTING INTEGRATED PAYMENTS	United States	90056411	7/16/20	6487765	9/14/21

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

Registered Owner	Title	Country	Application Number	Patent Number	Grant Date
JS Innovations LLC	Implements And Methods Of Manufacturing And Using Same	United States	15062752	10005651	6/26/18
JS Innovations LLC	Cutting Attachment Apparatus And Method	United States	14120074	9422678	8/23/16

SCHEDULE III

COPYRIGHTS

Title	Registration No.	Registration Date	Owner
Sage Exchange Desktop.	TX0008273146	4/21/2016	Paya, Inc.
Sage Exchange Management System 1.0.	TX0008246443	3/29/2016	Paya, Inc.