

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806506

<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>
Netspend Corporation		04/26/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Payments Inc., as Administrative Agent (2L)		
<b>Street Address:</b>	3550 Lenox Road NE, Suite 3000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2700575	ALL-ACCESS	
<b>Registration Number:</b>	5332557	FLASHPAY	
<b>Registration Number:</b>	2766799	NETSPEND	
<b>Registration Number:</b>	2771629	NETSPEND	
<b>Registration Number:</b>	2794625	NETSPEND	
<b>Registration Number:</b>	2775553	NETSPEND	
<b>Registration Number:</b>	5736875	NETSPEND	
<b>Registration Number:</b>	5736876		
<b>Registration Number:</b>	3861684	NETSPEND PREMIER	
<b>Registration Number:</b>	6821866	PLAYCARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		

OP \$265.00 2700575

<b>ATTORNEY DOCKET NUMBER:</b>	1974293 2TM
<b>NAME OF SUBMITTER:</b>	Jordana S. Dreyfuss
<b>SIGNATURE:</b>	/Jordana S. Dreyfuss/
<b>DATE SIGNED:</b>	04/27/2023

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), dated as of April 26, 2023, is made by Netspend Corporation, a Delaware corporation (the “*Grantor*”), in favor of GLOBAL PAYMENTS INC., as administrative agent (in such capacity, the “*Administrative Agent*”) for the benefit of the Secured Parties in connection with that certain (i) Guarantee and Second Lien Collateral Agreement, dated as of April 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Second Lien Collateral Agreement*”), among Neon Holdings Corporation, a Delaware corporation (the “*Borrower*”), the Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent and (ii) that certain Second Lien Credit Agreement, dated as of April 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the lenders from time to time party thereto (the “*Lenders*”) and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Second Lien Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks that are not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement AND to induce the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Second Lien Collateral Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “*Collateral*”), to the Administrative Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with and accepted by the United States Patent and Trademark Office, whereupon such

application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Secured Parties in connection with the Second Lien Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Second Lien Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of each Intercreditor Agreement then in effect and then applicable. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NETSPEND CORPORATION, as a Grantor

By: Kelley C. Knutson  
Name: Kelley C. Knutson  
Title: President

GLOBAL PAYMENTS INC., as Administrative Agent

By:  DocuSigned by:  
8856729A485E467...  
Name: David L. Green  
Title: Senior Executive Vice President, General Counsel and Corporate Secretary

**SCHEDULE A****Trademark Registrations and Applications**

<b>Owner</b>	<b>Mark Name</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
Netspend Corporation	All-Access	78137612	06/21/2002	2700575	02/27/2004	United States
Netspend Corporation	FLASHPAY	86956652	3/29/2016	5,332,557	11/14/2017	United States
Netspend Corporation	NETSPEND	78137551	6/21/2002	2766799	09/24/2013	United States
Netspend Corporation	NETSPEND	78137592	6/21/2002	2771629	09/25/2013	United States
Netspend Corporation	NETSPEND	78137574	6/21/2002	2794625	09/24/2013	United States
Netspend Corporation	NETSPEND (Logo)	78137599	6/21/2002	2775553	10/27/2013	United States
Netspend Corporation	NETSPEND (Logo)	87532724	7/18/2017	5736875	04/30/2019	United States
Netspend Corporation	NETSPEND	87532735	7/18/2017	5736876	04/30/2019	United States
Netspend Corporation	NETSPEND PREMIER	77740107	05/19/2009	3861684	10/12/2010	United States
Netspend Corporation	PLAYCARD	90232801	10/02/2020	6821866	08/16/2022	United States