

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCR ATLEOS CORPORATION		10/16/2023	Corporation: MARYLAND
ATM NATIONAL, LLC		10/16/2023	Limited Liability Company: DELAWARE
CARDTRONICS USA, LLC		10/16/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	800 W TRADE STREET
Internal Address:	GATEWAY VILLAGE-900 BUILDING
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6597637	ALLPOINT
Registration Number:	2940550	ALLPOINT
Registration Number:	5725494	ALLPOINT+
Registration Number:	6597638	ALLPOINT+
Registration Number:	5725498	ALLPOINT+
Registration Number:	6597640	ALLPOINT+
Registration Number:	4853639	ALLTM NETWORK
Registration Number:	4934820	ALLTM NETWORK
Registration Number:	5925029	
Registration Number:	3182293	CARDTRONICS
Registration Number:	3190566	CARDTRONICS
Registration Number:	5239785	LIBERTYPAY
Registration Number:	4247624	LOCATORSEARCH
Registration Number:	4637517	LOCATORSEARCH

OP \$515.00 6597637

Property Type	Number	Word Mark
Registration Number:	6503512	MONEYPOINT
Registration Number:	5583600	ONATM
Registration Number:	3008165	OPTICASH
Registration Number:	3498952	OPTIVault
Serial Number:	97645380	NEOCENTER
Serial Number:	98165577	ACCESS EXPANDED

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2152248 SpinCo TSA
NAME OF SUBMITTER:	Caroline Hughes
SIGNATURE:	/Caroline Hughes/
DATE SIGNED:	10/25/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of October 16, 2023 (this “Agreement”), among NCR ATLEOS CORPORATION, a Maryland corporation (the “Company”), each subsidiary of the Company party hereto and BANK OF AMERICA, N.A. (“Bank of America”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as September 27, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Foreign Borrowers from time to time party thereto (if any), the Lenders and the L/C Issuers from time to time party thereto and Bank of America, as Administrative Agent and (b) the Guarantee and Collateral Agreement dated as of October 16, 2023 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the Foreign Borrowers party thereto (if any), the subsidiaries of the Company from time to time party thereto and Bank of America, as Administrative Agent. The Lenders and the L/C Issuers have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the L/C Issuers to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiaries of the Company party hereto are Affiliates of the Company, have derived and will derive substantial benefits from the extension of credit to or for the benefit of the Company and its Subsidiaries pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the L/C Issuers to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill. Notwithstanding anything herein to the contrary, if any Grantor and the Administrative

Agent shall agree that any asset included in the “Trademark Collateral” is an Excluded Asset, the security interest granted under this Section 2 shall thereafter not attach to, and the term “Trademark Collateral” shall not include, such Excluded Asset; provided that the security interest shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset.

SECTION 3. Collateral 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 Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

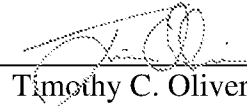
SECTION 4. Counterparts; Integration; Effectiveness; Electronic Signatures. This Agreement may be executed using Electronic Signatures and each of the New Subsidiary and the Administrative Agent agree that Section 8.05 of the Collateral Agreement shall apply to this Agreement, mutatis mutandis, as if such Section 8.05 of the Collateral Agreement had been fully set forth herein.

[Signature Pages Follow]

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

NCR ATLEOS CORPORATION

by



Name: Timothy C. Oliver
Title: President

ATM NATIONAL, LLC
CARDTRONICS USA, INC.

by

Name: Vladimir Samoylenko
Title: President

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

NCR ATLEOS CORPORATION

by

Name: Timothy C. Oliver
Title: President

ATM NATIONAL, LLC
CARDTRONICS USA, INC.

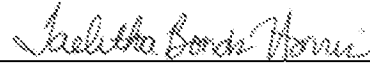
by



Name: Vladimir Samoylenko
Title: President

BANK OF AMERICA, N.A., as
Administrative Agent,

by



Name: Taelitha Bonds-Harris
Title: Assistant Vice President

SCHEDULE I

[attached]

NCR Atleos Corporation

Registered Trademarks and Applications Therefor:

Trademark	Country	Application No.	Registration No.	Status	Registered Owner¹
ACCESS EXPANDED	United States of America	98165577		Pending	NCR CORPORATION
ALLPOINT	United States of America	90563178	6597637	Registered	ATM NATIONAL, LLC
ALLPOINT	United States of America	76483992	2940550	Registered	ATM National, LLC
ALLPOINT+	United States of America	88034720	5725494	Registered	ATM National, LLC
ALLPOINT+	United States of America	90563180	6597638	Registered	ATM National, LLC
ALLPOINT+	United States of America	88034773	5725498	Registered	ATM National, LLC
ALLPOINT+	United States of America	90563186	6597640	Registered	ATM National, LLC
ALLTM NETWORK	United States of America	86282698	4853639	Registered	Cardtronics USA, Inc.
ALLTM NETWORK	United States of America	86282703	4934820	Registered	Cardtronics USA, Inc.

¹ Registered Owner (NCR Corporation) to be updated with the US Patent and Trademark Office.

Trademark	Country	Application No.	Registration No.	Status	Registered Owner
ALLPOINT RUNNING MAN LOGO	United States of America	88383472	5925029	Registered	ATM National, LLC
CARDTRONICS	United States of America	76640597	3182293	Registered	Cardtronics, L.P.
CARDTRONICS	United States of America	76640595	3190566	Registered	Cardtronics, L.P.
LIBERTYPAY	United States of America	87105948	5239785	Registered	TIAGN I INC
LOCATORSEARCH	United States of America	85470904	4247624	Registered	ATM National, LLC
LOCATORSEARCH	United States of America	85470900	4637517	Registered	ATM National, LLC
MONEYPOINT	United States of America	90020549	6503512	Registered	Cardtronics USA, Inc.
MONEYPOINT	United States of America	90020536	6503512	Registered	Cardtronics USA, Inc.
NEOCENTER	United States of America	97645380		Pending	NCR CORPORATION
ONATM	United States of America	87570300	5583600	Registered	NCR CORPORATION
OPTICASH	United States of America		3008165	Renewed	NCR CORPORATION
OPTIVAULT	United States of America		3498952	Registered	NCR CORPORATION

TRADEMARK

REEL: 008238 FRAME: 0511

CONFIDENTIAL