

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI26920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diebold Nixdorf, Incorporated		02/13/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3773252	VALITECH	
Registration Number:	5746997	DIEBOLD NIXDORF ALLCONNECT SERVICES	
Registration Number:	6053915	DN ALLCONNECT SERVICES	
Registration Number:	5551345	DIEBOLD NIXDORF	
Registration Number:	6096797	STOREVOLUTION	
Registration Number:	6396877	VYNAMIC	
Registration Number:	6085958	DN	
Registration Number:	5746996	DIEBOLD NIXDORF ALLCONNECT	
Registration Number:	5552564	DN	
Registration Number:	6566267	DN SERIES	
Registration Number:	6396878	DN VYNAMIC	
Registration Number:	5492816	DIEBOLD NIXDORF	
Registration Number:	3295594	OPTEVIEW	
Registration Number:	3875502	DIEBOLD	
Registration Number:	3342030	AGILIS EMPOWER	
Registration Number:	1065773	CARD GLOVE	
Registration Number:	1701403	DIEBOLD	
Registration Number:	2769869	VISTAATM	

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Property Type	Number	Word Mark
Registration Number:	4252893	AGILIS
Registration Number:	2770359	AGILIS
Registration Number:	4623616	CAMPAIGN OFFICE
Registration Number:	1652144	CASHGARD
Registration Number:	595921	CENTURY
Registration Number:	5481892	CONNECTED COMMERCE
Registration Number:	2802243	DIEBOLD
Registration Number:	2841649	DIEBOLD OPTEVA
Registration Number:	1122703	EASY-AIRE
Registration Number:	2973321	IMAGEWAY
Registration Number:	2890418	LUMERA
Registration Number:	2879370	OPTEVA
Registration Number:	991938	SECUROMATIC
Serial Number:	98371509	VYNAMIC ENGAGE
Serial Number:	98223061	DN
Serial Number:	98223080	DIEBOLD NIXDORF
Serial Number:	90315107	ALLTRANSACT
Serial Number:	98299705	DN DIEBOLD NIXDORF

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: (713)632-8629

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	074658-24001
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	Kareem Ansley
DATE SIGNED:	02/14/2024

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 13, 2024, by Diebold Nixdorf, Incorporated, a Delaware corporation (the “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION (the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks (and Proceeds thereof) under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark

Security Agreement by facsimile or other electronic transmission (e.g. a “pdf” document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the law of the State of New York.


SECTION 7. Collateral Agent. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Credit Agreement or any other Loan Documents are hereby incorporated as if fully set forth in this Trademark Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

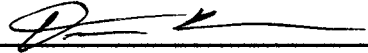
Very truly yours,

DIEBOLD NIXDORF, INCORPORATED, as
Pledgor

By:  _____
Name: James Barra
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Dean Newman
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008344 FRAME: 0799

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
VALITECH	Diebold Nixdorf, Incorporated	04/06/2010	3773252
DIEBOLD NIXDORF ALLCONNECT SERVICES	Diebold Nixdorf, Incorporated	05/07/2019	5746997
DN ALLCONNECT SERVICES	Diebold Nixdorf, Incorporated	05/12/2020	6053915
DIEBOLD NIXDORF	Diebold Nixdorf, Incorporated	08/28/2018	5551345
STOREVOLUTION	Diebold Nixdorf, Incorporated	07/07/2020	6096797
VYNAMIC	Diebold Nixdorf, Incorporated	06/22/2021	6396877
VYNAMIC ENGAGE	Diebold Nixdorf, Incorporated	(01/23/2024)	(98371509)
	Diebold Nixdorf, Incorporated	06/23/2020	6085958
DIEBOLD NIXDORF ALLCONNECT	Diebold Nixdorf, Incorporated	05/07/2019	5746996
	Diebold Nixdorf, Incorporated	08/28/2018	5552564
DN SERIES	Diebold Nixdorf, Incorporated	11/23/2021	6566267
DN VYNAMIC	Diebold Nixdorf, Incorporated	06/22/2021	6396878
	Diebold Nixdorf, Incorporated	(10/13/2023)	(98223061)
DIEBOLD NIXDORF	Diebold Nixdorf, Incorporated	(10/13/2023)	(98223080)
<u>DIEBOLD</u> NIXDORF	Diebold Nixdorf, Incorporated	06/12/2018	5492816
ALLTRANSACT	Diebold Nixdorf, Incorporated	(11/12/2020)	(90315107)

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
 Diebold Nixdorf	Diebold Nixdorf, Incorporated	(12/05/2023)	(98299705)
OPTEVIEW	Diebold Nixdorf, Incorporated	09/18/2007	3295594
DIEBOLD	Diebold Nixdorf, Incorporated	11/16/2010	3875502
AGILIS EMPOWER	Diebold Nixdorf, Incorporated	11/20/2007	3342030
CARD GLOVE	Diebold Nixdorf, Incorporated	05/17/1977	1065773
DIEBOLD	Diebold Nixdorf, Incorporated	07/21/1992	1701403
VISTAATM	Diebold Nixdorf, Incorporated	09/30/2003	2769869
AGILIS	Diebold Nixdorf, Incorporated	12/04/2012	4252893
AGILIS	Diebold Nixdorf, Incorporated	09/30/2003	2770359
CAMPAIGN OFFICE	Diebold Nixdorf, Incorporated	10/21/2014	4623616
CASHGARD	Diebold Nixdorf, Incorporated	07/30/1991	1652144
CENTURY	Diebold Nixdorf, Incorporated	09/28/1954	595921
CONNECTED COMMERCE	Diebold Nixdorf, Incorporated	05/29/2018	5481892
DIEBOLD	Diebold Nixdorf, Incorporated	01/06/2004	2802243
DIEBOLD OPTEVA	Diebold Nixdorf, Incorporated	05/11/2004	2841649
EASY-AIRE	Diebold Nixdorf, Incorporated	07/24/1979	1122703
IMAGEWAY	Diebold Nixdorf, Incorporated	07/19/2005	2973321
LUMERA	Diebold Nixdorf, Incorporated	09/28/2004	2890418
OPTEVA	Diebold Nixdorf, Incorporated	08/31/2004	2879370
SECUROMATIC	Diebold Nixdorf, Incorporated	08/27/1974	991938