

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYWIRE CORPORATION		02/23/2024	Corporation: DELAWARE
Simplificare Inc.		02/23/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Citibank, N.A., as Administrative Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5714758	FLYWIRE	
Registration Number:	5714761	F	
Registration Number:	5586568	FLYWIRE	
Registration Number:	4394925	SIMPLEE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2165861309		
Email:	katharineharper@jonesday.com,mmcknelly@jonesday.com		
Correspondent Name:	Katherine A. Harper		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	677655 – 000003		
NAME OF SUBMITTER:	Kiersten Severson		
SIGNATURE:	Kiersten Severson		
DATE SIGNED:	02/23/2024		
Total Attachments: 5			

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Security Grant”), dated as of February 23, 2024, is made by FLYWIRE CORPORATION, a Delaware corporation (the “Borrower”), Simplificare Inc., a Delaware corporation (together with the Borrower, collectively, the “Grantors” and each, a “Grantor”), and Citibank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other loan parties party thereto, the financial institutions party thereto as lenders (the “Lenders”), the Administrative Agent and the other parties party thereto, the Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to a Security Agreement, dated as of July 29, 2021, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Security Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Security Grant is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Security Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Security Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

FLYWIRE CORPORATION, as Grantor

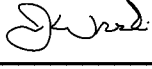
By: 
Name: Peter Butterfield
Title: Chief Compliance Officer, General Counsel
and Secretary

SIMPLIFICARE INC., as Grantor

By: 
Name: Peter Butterfield
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: Jonathan Wronski
Title: Director

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Registrations

U.S. REGISTERED TRADEMARKS

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed Date Issued	Owner/Assignee of Record
Flywire Stylized	5,714,758	4/2/19	Flywire Corporation
F Stylized	5,714,761	4/2/19	Flywire Corporation
Flywire	5,586,568	10/16/18	Flywire Corporation
Simplee	4,394,925	9/3/13	Simplificare Inc.

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