

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM155440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACI Worldwide Corp.		02/26/2024	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	98190780	PRIME TIME FOR REAL-TIME	
Serial Number:	87553103	ACI PAY.ON	
Serial Number:	87849349	ACI	
Serial Number:	88052093	ACI RED SHIELD	
Serial Number:	87599022	ANY PAYMENT, EVERY POSSIBILITY.	
Serial Number:	88614026	ACI SPEEDPAY	
Serial Number:	87960371	ANY PAYMENT, EVERY POSSIBILITY.	
Serial Number:	88614016	ACI SPEEDPAY	
Serial Number:	88052075	ACI RED SHIELD	
Serial Number:	88052086	ACI RED SHIELD	
Serial Number:	87553077	ACI PAY.ON	
Serial Number:	87553110	ACI PAY.ON	
Serial Number:	90605419	ACI WORLDWIDE	
Serial Number:	87849367	UNIVERSAL PAYMENTS	
Serial Number:	87849361	BASE24-EPS	
Serial Number:	75079873	PRISM	
Serial Number:	97678063	ACI WALLETRON	
CORRESPONDENCE DATA			

OP \$440.00.00 98190780

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	97626529-2
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NAME OF SUBMITTER:	Ted Mulligan
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SIGNATURE:	Ted Mulligan
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DATE SIGNED:	02/27/2024
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Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Supplemental Trademark Security Agreement, dated as of February 26, 2024 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”), between ACI WORLDWIDE CORP., a Nebraska corporation (the “Grantor”) and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Collateral Agreement dated as of February 24, 2017 (as amended by that certain First Amendment to Collateral Agreement, dated as of October 9, 2018, and that certain Amendment Agreement dated as of April 5, 2019, the “Collateral Agreement”) between ACI Worldwide, Inc., ACI Worldwide Corp., Official Payments Corporation (n/k/a ACI Payments, Inc.), the Grantor, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantor hereby agrees with the Administrative Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, any other indicia of origin, trademark registrations and trademark applications anywhere in the world, including, without limitation, those listed on Schedule I hereto, and with respect to any and all of the foregoing, all common law rights, goodwill, and renewals thereof (collectively, “Trademarks”);

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether or not the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto; and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of the Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

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 Administrative Agent for the Lenders pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

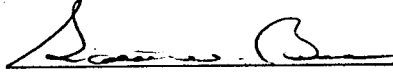
SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

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 shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

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

ACI WORLDWIDE CORP.

By: _____

Name: Scott W. Behrens

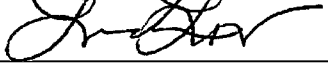
Title: President

[ACI – Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK
REEL: 008355 FRAME: 0459**

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: 

Name: Linda Lov
Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ACI Worldwide Corp.	PRIME TIME FOR REAL-TIME	98190780	Sep. 21, 2023		
2.	ACI Worldwide Corp.	ACI PAY.ON	87553103	Aug. 02, 2017	5417118	Mar. 06, 2018
3.	ACI Worldwide Corp.	ACI	87849349	Mar. 26, 2018	5606146	Nov. 13, 2018
4.	ACI Worldwide Corp.	ACI RED SHIELD	88052093	Jul. 25, 2018	5865537	Sep. 24, 2019
5.	ACI Worldwide Corp.	ANY PAYMENT, EVERY POSSIBILITY.	87599022	Sep. 07, 2017	5597060	Oct. 30, 2018
6.	ACI Worldwide Corp.	ACI SPEEDPAY	88614026	Sep. 12, 2019	6036597	Apr. 21, 2020
7.	ACI Worldwide Corp.	ANY PAYMENT, EVERY POSSIBILITY.	87960371	Jun. 13, 2018	5607252	Nov. 13, 2018
8.	ACI Worldwide Corp.	ACI SPEEDPAY	88614016	Sep. 12, 2019	6051915	May 12, 2020
9.	ACI Worldwide Corp.	ACI RED SHIELD	88052075	Jul. 25, 2018	5871153	Oct. 01, 2019
10.	ACI Worldwide Corp.	ACI RED SHIELD	88052086	Jul. 25, 2018	5865536	Sep. 24, 2019
11.	ACI Worldwide Corp.	ACI PAY.ON	87553077	Aug. 02, 2017	5495791	Jun. 19, 2018
12.	ACI Worldwide Corp.	ACI PAY.ON	87553110	Aug. 02, 2017	5451307	Apr. 24, 2018
13.	ACI Worldwide Corp.	ACI WORLDWIDE	90605419	Mar. 26, 2021	6689991	Apr. 05, 2022
14.	ACI Worldwide Corp.	UNIVERSAL PAYMENTS	87849367	Mar. 26, 2018	5624466	Dec. 04, 2018

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
15.	ACI Worldwide Corp.	BASE24-EPS	87849361	Mar. 26, 2018	5668851	Feb. 05, 2019
16.	ACI Worldwide Corp.	PRISM	75079873	Mar. 28, 1996	2050701	Apr. 08, 1997
17.	ACI Worldwide Corp.	ACI WALLETRON	97678063	Nov. 15, 2022		

TRADEMARK

REEL: 008355 FRAME: 0462

RECORDED: 02/27/2024