

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM499722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERTEC Group, LLC		11/27/2018	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	101 North Tryon Street, 5th Floor		
Internal Address:	MAC Legal Dept. NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1790661	ATH A TODA HORA	
Registration Number:	2372878	ATH	
Registration Number:	5464575	ATH MÓVIL	
Registration Number:	5413036		
Serial Number:	87636656	ATH MÓVIL	
Serial Number:	87666080	ATH MÓVIL	
Serial Number:	87636638	ATH MÓVIL BUSINESS	
Registration Number:	5423538	ATH MÓVIL BUSINESS	
Registration Number:	2475459	ATH POP	
Serial Number:	88008169	BANKSTUDIO	
Registration Number:	3270245	EVERPAY	
Registration Number:	4710998	EVERPAY	
Registration Number:	4432549	EVERTEC	
Registration Number:	3161609	EVERTEC	
Serial Number:	87800201	PAYSTUDIO	
Serial Number:	88173433	PVOT BY EVERTEC	
Serial Number:	87800225	TECSTUDIO	
Registration Number:	5422653	TICKETPOP	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3850352	TRANSACTA
Registration Number:	5422911	ATH A TODA HORA
Serial Number:	87827595	

CORRESPONDENCE DATA

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: 8007130755
Email: Michael.Violet@wolterskluwer.com, ecarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/28/2018

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EVERTEC Group, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) USA-PR

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 27, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Bank of America, N.A.

Street Address: 101 North Tryon Street, 5th Floor
MAC Legal Dept, NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

November 27, 2018

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006542 FRAME: 0418

U.S. Trademark Security Agreement

U.S. Trademark Security Agreement, dated as of November 27, 2018, by EVERTEC Group, LLC, a Commonwealth of Puerto Rico limited liability company (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

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

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the 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, including those listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 U.S. Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Collateral Agreement in accordance with, or otherwise required pursuant to Section 5.15 thereof the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Trademarks under this

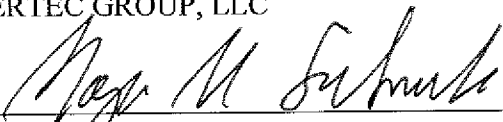
U.S. Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks under this U.S. Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks, in each case, in form and substance reasonably satisfactory to the Agent and the Pledgor.

SECTION 5. Counterparts. This U.S. Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this U.S. Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this U.S. 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 laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

EVERTEC GROUP, LLC

By: 

Name: Morgan M. Schuessler

Title: CEO & President

[Signature page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006542 FRAME: 0421

Accepted and Agreed:

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

By: 
Name: **Anthony W. Kell**
Title: **Vice President**

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006542 FRAME: 0422

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Application/ Registration No.	Application/ Registration Date	Record Owner
Costa Rica			
ATH A Toda Hora and Design	99078	1/22/1997	EVERTEC Group, LLC
EVERTEC and Design	185569	2/2/2009	EVERTEC Group, LLC
EVERTEC and Design	186021	2/6/2009	EVERTEC Group, LLC
EVERTEC and Design	185915	2/5/2009	EVERTEC Group, LLC
EVERTEC and Design	185916	2/5/2009	EVERTEC Group, LLC
Transerver and Design	134462	8/16/2003	EVERTEC Group, LLC
Transerver and Design	135368	10/16/2002	EVERTEC Group, LLC
Transerver and Design	135351	10/1/2002	EVERTEC Group, LLC
Dominican Republic			
ATH A TODA HORA and Design	84475	6/15/1996	EVERTEC Group, LLC
EVERTEC	161704	7/16/2007	EVERTEC Group, LLC
ENVIA ATH A TODA HORA and Design	101928	1/15/1999	EVERTEC Group, LLC
ENVIA ATH A TODA HORA and Design	101908	1/15/1999	EVERTEC Group, LLC
EVERTEC	161702	7/16/2007	EVERTEC Group, LLC
EVERTEC	161815	7/16/2007	EVERTEC Group, LLC
EVERTEC	161703	7/16/2007	EVERTEC Group, LLC
Guatemala			
ATH	152999	11/7/2007	EVERTEC Group, LLC
ATH	014607	1/26/2009	EVERTEC Group, LLC
EVERTEC and Design	139536	12/6/2005	EVERTEC Group, LLC
EVERTEC and Design	136839	7/26/2005	EVERTEC Group, LLC
EVERTEC and Design	139589	12/6/2005	EVERTEC Group, LLC
Mexico			
ATH	621042	8/31/1999	EVERTEC Group, LLC
EVERTEC	1091516	3/24/2009	EVERTEC Group, LLC
EVERTEC	1058320	8/29/2008	EVERTEC Group, LLC
EVERTEC	1039443	5/14/2008	EVERTEC Group, LLC
Panama			
ATH	86158 01	3/5/1997	EVERTEC Group, LLC

Mark	Application/ Registration No.	Application/ Registration Date	Record Owner
ATH A Toda Hora and Design	266602-01	In progress	EVERTEC Group, LLC
ENVIO ATH A TODA HORA and Design	99806-01	4/6/1999	EVERTEC, INC.
EVERTEC	162593 01	6/26/2007	EVERTEC Group, LLC
EVERTEC	162587 01	6/26/2007	EVERTEC Group, LLC
EVERTEC	162586 01	6/26/2007	EVERTEC Group, LLC
EVERTEC	162585 01	6/26/2007	EVERTEC Group, LLC
EVERTEC and Design	261951-01	10/26/2017	EVERTEC, INC.
EVERTEC and Design	162590 01	6/26/2007	EVERTEC Group, LLC
EVERTEC and Design	162588 01	6/26/2007	EVERTEC Group, LLC
EVERTEC and Design	162592 01	6/26/2007	EVERTEC Group, LLC
EVERTEC and Design	162591 01	6/26/2007	EVERTEC Group, LLC
TRANSACTA	234867 01	9/10/2014	EVERTEC Group, LLC
TRANSACTA and Design	234868 01	9/10/2014	EVERTEC Group, LLC
United States			
ATH A TODA HORA and Design	1790661 (Can- celled)	8/31/1993	EVERTEC Group, LLC
ATH	2372878	8/1/2000	EVERTEC Group, LLC
ATH Móvil	5464575	05/08/2018	EVERTEC Group, LLC
ATH Móvil (Logo B/W)	5413036	02/27/2018	EVERTEC Group, LLC
ATH Móvil (Horizontal Logo)	87636656 (Pending)	10/06/2017	EVERTEC Group, LLC
ATH Móvil (Vertical Logo)	87666080 (Pending)	10/31/2017	EVERTEC Group, LLC
ATH Móvil (Business) (Horizontal Logo)	87636638 (Pending)	10/06/2017	EVERTEC Group, LLC
ATH Móvil (Business) (Vertical Logo)	5423538	03/13/2018	EVERTEC Group, LLC
ATH POP	2475459	8/7/2001	EVERTEC Group, LLC
Bankstudio	88008169 (Pending)	06/20/2018	EVERTEC Group, LLC
EVERPAY	3270245 (Can- celled)	7/24/2007	EVERTEC Group, LLC
EVERPAY	4710998	3/31/2015	EVERTEC Group, LLC
EVERTEC	4432549	11/12/2013	EVERTEC Group, LLC
EVERTEC and Design	3161609	10/24/2006	EVERTEC Group, LLC
PAYSTUDIO	87800201 (Pending ITU)	02/16/2018	EVERTEC Group, LLC
PVOT by Everttec	88173433 (Pending ITU)	10/29/2018	EVERTEC Group, LLC
TECSTUDIO	87800225 (Pending ITU)	02/16/2018	EVERTEC Group, LLC
TICKETPOP (Logo)	5422653	03/13/2018	EVERTEC Group, LLC
TRANSACTA	3850352	9/21/2010	EVERTEC Group, LLC
ATH A TODA HORA	5422911	3/13/2018	EVERTEC Group, LLC
DESIGN ONLY	87827595 (Pending)	3/9/2018	EVERTEC Group, LLC