

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512546

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noventis, Inc.		03/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main St.		
<b>Internal Address:</b>	Mail code: TX1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2397016	PRECASH	
<b>Registration Number:</b>	3689138	PRECASH	
<b>Registration Number:</b>	3828127	BILLOCITY	
<b>Registration Number:</b>	4711941	EVOLVE MONEY	
<b>Registration Number:</b>	4816158	EVOLVE PAY BUCKS	
<b>Registration Number:</b>	4711985	EVOLVE MONEY	
<b>Registration Number:</b>	5521317	N NOVENTIS	
<b>Registration Number:</b>	5521316	N NOVENTIS	
<b>Registration Number:</b>	5590705	NOVENTIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	8007130755		
<b>Email:</b>	james.murray@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 2397016

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/04/2019
<b>Total Attachments: 6</b> source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page1.tif source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page2.tif source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page3.tif source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page4.tif source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page5.tif source=05. WEX - Supplement to Trademark Security Agreement (Noventis, Inc.)#page6.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 1, 2019, by Noventis, Inc. (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 “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. 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 (and, to the extent provided for in Article XII of the U.S. Security Agreement, for the benefit of the 2023 Senior Notes Holders), 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 U.S. Security Agreement and used herein have the meaning given to them in the U.S. 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 (and, to the extent provided for in Article XII of the U.S. Security Agreement, for the benefit of the 2023 Senior Notes Holders) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (the “Trademark Collateral”):

- (a) United States registered and applied for Trademarks of such Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing,

in each case, other than Excluded Property.

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 U.S. Security Agreement and 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 U.S. 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 U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the U.S. Security Agreement, the security interest granted herein shall automatically terminate and 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 under this Trademark Security Agreement.

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

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 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]

IN WITNESS WHEREOF, each 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,

NOVENTIS, INC.

By: 

Name: Steve Taylor

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006581 FRAME: 0709





Accepted and Agreed:

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

By: Angela Larkin  
Name: Angela Larkin  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Noventis, Inc.	RN 2397016	PRECASH
Noventis, Inc.	RN 3689138	
Noventis, Inc.	RN 3828127	BILLOCITY
Noventis, Inc.	RN 4711941	EVOLVE MONEY
Noventis, Inc.	RN 4816158	EVOLVE PAY BUCKS
Noventis, Inc.	RN 4711985	
Noventis, Inc.	RN 5521317	
Noventis, Inc.	RN 5521316	
Noventis, Inc.	RN 5590705	NOVENTIS

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
NONE.		