TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST FINANCIAL MERCHANT SERVICES, LLC		05/01/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4367938	REDEFINING THE PAYMENT LANDSCAPE
Registration Number:	4090660	PAYSCAPE
Registration Number:	4104935	PAYSCAPE

CH $90.00 4367938

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208
Email: alana.hernandez@kattenlaw.com
Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	05/01/2019

Total Attachments: 5
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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2019 (this "Security Agreement"), is made by FIRST FINANCIAL MERCHANT SERVICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, NxGen Buyer, Inc., a Delaware corporation (the "Existing Borrower"), the Grantor, NxGen Guarantor, Inc., a Delaware corporation ("NxGen Guarantor"), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of December 31, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of December 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the 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 more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty**. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts**. This Security Agreement 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 7 **Governing Law**. This Security Agreement 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.

[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.

FIRST FINANCIAL MERCHANT SERVICES, LLC

By: _____
Name: Adam Bloomston
Title: Vice President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

BMO HARRIS BANK N.A., as Administrative Agent

By:
Name: Tara Cuprisin
Title: Managing Director

TRADEMARK
REEL: 006633 FRAME: 0561

SCHEDULE I

Trademarks

I. U.S. TRADEMARK REGISTRATIONS

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
REDEFINING THE PAYMENT LANDSCAPE	85785300 / 4367938 / United States	11/21/12 7/16/13	First Financial Merchant Services, LLC	Registered
PAYSCAPE	85347052 / 4090660 / United States	6/15/11 1/24/12	First Financial Merchant Services, LLC	Registered
PAYSCAPE	85347067 / 4104935 / United States	6/15/11 2/28/12	First Financial Merchant Services, LLC	Registered

II. U.S. TRADEMARK APPLICATIONS

None.