

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM547400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PAYROC, LLC		10/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	111 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4814819	PAYROC STABILITY IN PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 5</b>			
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**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2019 (this “Security Agreement”), is made by PAYROC, 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 Amended and Restated Guaranty and Security Agreement referred to below).

**WHEREAS**, NxGen Buyer, Inc., a Delaware corporation (the “NxGen Borrower”), Payroc Buyer, LLC, a Delaware limited liability company (the “Payroc Borrower”), Payscape Buyer, Inc., a Delaware corporation (the “Payscape Borrower” and with the NxGen Borrower, the Payroc Borrower, each a “U.S. Borrower” and collectively, the “U.S. Borrowers”), Winterland Buyer, Inc., a company formed under the corporate laws of British Columbia (the “Canadian Borrower” and with the U.S. Borrowers, each a “Borrower” and collectively, the “Borrowers”) Payscape Borrower as the Borrower Representative, TPO Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), NxGen Holdco, Inc., a Delaware corporation (“Intermediate Holdings 1”), NxGen Guarantor, Inc., a Delaware corporation (“Intermediate Holdings 2”), Payscape Guarantor, LLC, a Delaware limited liability company (“Intermediate Holdings 3”), 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 an Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (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 U.S. Borrowers and certain of their Subsidiaries, including the Grantor, have entered into the Amended and Restated Guaranty and Security Agreement, dated as of the date hereof (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.

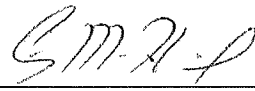
**Section 6      Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

**PAYROC LLC**

By:   
Name: Craig Hamilton  
Title: Treasurer

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006783 FRAME: 0680**

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 SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006783 FRAME: 0681**

## SCHEDULE I

### Trademarks

#### I. U.S. TRADEMARK REGISTRATIONS

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
PAYROC STABILITY IN PAYMENTS	86467777 / 4814819 / United States	12/1/14  9/15/15	Payroc LLC	Registered

#### II. U.S. TRADEMARK APPLICATIONS

None.