

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Payfactors Group, LLC		07/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4884793	PAYFACTORS	
Registration Number:	6046549	COMPENSATION, REVOLUTIONIZED	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-20054 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-20054		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/22/2020		
Total Attachments: 4			
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SECURITY AGREEMENT

(TRADEMARKS)

July 21, 2020

WHEREAS, PAYFACTORS GROUP, LLC., a Delaware limited liability company (the "Grantor"), has adopted, used and are using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among the Grantor and such other Persons as may hereafter become Borrowers thereunder (collectively, the "Borrowers" and each individually a "Borrower"), the Persons as may hereafter become Guarantors thereunder (collectively, the "Guarantors" and each individually a "Guarantor"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, North Carolina 27601 Attention: Walter Sparks.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PAYFACTORS GROUP, LLC

DocuSigned by:

Jeff Laliberte

By: _____
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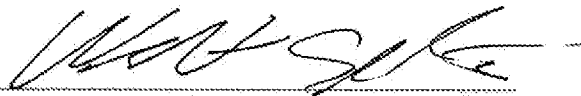
Name: Jeff Laliberte

Title: Chief Executive Officer

[Signature Page to Security Agreement (Trademarks)]

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Walter Spindler

Title: Assistant Vice President

[Signature Page to Security Agreement (Trademarks)]

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>MARK</u>	<u>RECORD OWNER</u>	<u>COUNTRY</u>	<u>FILED</u>	<u>APP #</u>	<u>REG DATE</u>	<u>REG #</u>	<u>STATUS</u>	<u>CLASS</u>
PayFactors	PayFactors Group, LLC	United States	May 1, 2015	86616568	January 12, 2016	4,884,793	Registered	35
Compensation Revolutionized	PayFactors Group, LLC	United States	September 30, 2019	88636671	May 5, 2020	6,046,549	Registered	35

Security Agreement (Trademarks)

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