

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACQUARIE CAF LLC, as the resigning Collateral Agent		11/20/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2761459	TRAVELCOM	
Registration Number:	4591775	ONYX PAYMENTS	
Registration Number:	4583365		
Registration Number:	3608204	ECS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kaitlin Bond		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	K. Bond - 51014.0115		
NAME OF SUBMITTER:	Kaitlin Bond		
SIGNATURE:	/Kaitlin Bond/		

CH \$115.00 2761459

DATE SIGNED:	11/20/2020
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Total Attachments: 6

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- source=Olympic (Agent Swap) - Assignment of Trademark Security Agreement (Executed)#page2.tif
- source=Olympic (Agent Swap) - Assignment of Trademark Security Agreement (Executed)#page3.tif
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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT**

THIS NOTICE OF RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “**Assignment**”) is made and entered into as of November 20, 2020 by MACQUARIE CAF LLC, as the resigning Collateral Agent (in such capacity, “**Assignor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as successor Collateral Agent, with an of address, as the successor collateral agent (in such capacity, “**Assignee**”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Pegasus Business Intelligence, LP, a Delaware limited partnership (“**PBI**”), PayCom Acquisition, LLC, a Delaware limited liability company (“**GP Holdings**”), PayCom Acquisition Corp., a Delaware corporation (“**LP Holdings**”), Onyx CenterSource, Inc. (f/k/a PayCom Intermediate Holdings, Inc.), a Delaware corporation (“**Parent**” and, together with any other guarantor from time to time party to the Loan Agreement referenced below, each a “**Guarantor**” and collectively the “**Guarantors**”; PBI, GP Holdings, LP Holdings and Guarantors, each a “**Grantor**” and collectively, the “**Grantors**”) in favor of the Assignor;

WHEREAS, pursuant to (i) the Security Agreement, (ii) the Trademark Security Agreement made by PBI in favor of Assignor recorded at the United States Patent and Trademark Office (the “USPTO”) on December 21, 2016 at Reel/Frame 5951/0984 and (iii) the Trademark Security Agreement made by PBI in favor of Assignor recorded at the USPTO on September 4, 2018 at Reel/Frame 6438/0689 (each, a “**Trademark Security Agreement**” and together, the “**Trademark Security Agreements**”), the Grantors granted to Assignor a security interest in and to the Trademark Collateral (as defined in each Trademark Security Agreement), including the trademark registrations and applications to register trademarks set forth on Schedule I (the “**Assigned Trademark Collateral**”);

WHEREAS, pursuant to that certain Successor Agent Agreement (the “**Successor Agent Agreement**”), dated as of November 20, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Collateral Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as such under the Credit Agreement and other Loan Documents, and Assignor assigned and transferred to Assignee each of the Liens and security interests granted to the Assignor under the Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Collateral Agent, and the assignment by Assignor to Assignee of the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Successor Agent Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and Lien on, the

Assigned Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

MACQUARIE CAF LLC, as Resigning Collateral Agent

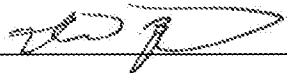
By: 
Name: Leigh Smith
Title: Authorized Signatory

By: 
Name: Gautham Srinivas
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the successor Collateral Agent

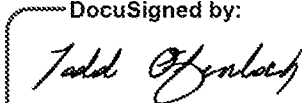
By:  _____

Name: David Bergstrom
Title: Vice President

ACCEPTED AND AGREED
as of the date above first written:

PEGASUS BUSINESS INTELLIGENCE, LP

DocuSigned by:



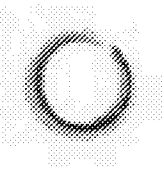
By: _____

Name: Todd Ofenloch

Title: Vice President, Assistant Secretary and
Treasurer

Schedule I

U.S. Trademark Registrations and Applications

Registration Number	Mark	Status	Country
TRAVELCOM	2761459	Registered	USA
ONYX PAYMENTS	4591775	Registered	USA
Design 	4583365	Registered	USA
ECS	3608204	Registered	USA