

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PayTrace, LLC		02/04/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4755511	PAYTRACE	
Registration Number:	5365458	GATEWAY TO HAPPY	
Registration Number:	5365463		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030786-1105		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/04/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 4, 2022, by PAYTRACE, LLC (the “**Grantor**”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 23, 2021, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor 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, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, including the Guarantees, the Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) all trademarks, service marks, trade names, corporate names, domain names trade dress, logos, designs, fictitious business names and other source or business identifiers, as well as any unregistered trademarks and service marks, including those registrations and applications listed on Schedule I attached hereto and all extensions or renewals thereof;
- (b) all goodwill connected with the use of and symbolized thereby;
- (c) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof;
- (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (e) all other rights accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, in no event shall the above Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of

a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. The 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 Security Agreement and the Grantor 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 Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on 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. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

PAYTRACE, LLC

By:



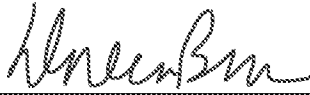
Name: Mare Gardner


Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007622 FRAME: 0473

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: Nawshaer Safi
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]