

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM751366

|   |                                     |                       |                                     |
|---|-------------------------------------|-----------------------|-------------------------------------|
| <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>                  |
| Sterling Card Solutions Holdings, LLC   |                                     | 08/02/2022            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                                     |
| <b>Name:</b>  | EAST WEST BANK                      |                       |                                     |
| <b>Street Address:</b>  | 5001 Spring Valley Road; Suite 825W |                       |                                     |
| <b>City:</b>  | Dallas                              |                       |                                     |
| <b>State/Country:</b>   | TEXAS                               |                       |                                     |
| <b>Postal Code:</b>   | 75244                               |                       |                                     |
| <b>Entity Type:</b>   | state bank: CALIFORNIA              |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                     |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 6263196                             | CARD MARKET           |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                                     |
| <b>Fax Number:</b>  | 2142000853                          |                       |                                     |
| <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>   | 2109787404                          |                       |                                     |
| <b>Email:</b>   | lori.lapidario@haynesboone.com      |                       |                                     |
| <b>Correspondent Name:</b>  | Haynes and Boone, LLP - IP Section  |                       |                                     |
| <b>Address Line 1:</b>  | 2323 Victory Avenue, Suite 700      |                       |                                     |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75219                 |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 54237.33                            |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Lori Lapidario                      |                       |                                     |
| <b>SIGNATURE:</b>   | /Lori Lapidario/                    |                       |                                     |
| <b>DATE SIGNED:</b>   | 08/25/2022                          |                       |                                     |
| <b>Total Attachments: 6</b>   |                                     |                       |                                     |
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), dated as of August 2, 2022, is made by and among by and among **STERLING CARD SOLUTIONS HOLDINGS, LLC**, a Delaware limited liability company ("*Grantor*"), and **EAST WEST BANK**, a California state bank on behalf of itself and its Affiliates ("*Secured Party*").

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated of as of May 1, 2019 by and among Grantor, STERLING CARD SOLUTIONS, LLC, a Tennessee limited liability company ("*SCS*"), and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantor and SCS; and

WHEREAS, Grantor and SCS are party to that certain Security Agreement, dated of as of May 1, 2019 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**1. Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

**2. Grant of Security Interest in Intellectual Property Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Intellectual Property Collateral*"):

- (a) all of Grantor's Trademarks, to which it is a party, including those referred to in Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor and SCS, or any grantor under the Security Agreement, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor and SCS.

**4. Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

**5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

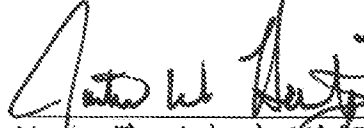
**[Remainder of Page Intentionally Left Blank  
Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

STERLING CARD SOLUTIONS HOLDINGS, LLC

By:



Name: JUSTIN W. HASTINGS

Title: PRESIDENT

**SCHEDULE I**

to

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS**

**CARD MARKET**

**Reg. No. 6,263,196**

Sterling Card Solutions Holding, LLC. (TENNESSEE LIMITED LIABILITY COMPANY) 2026 Johnson Industrial Blvd.  
Nolensville, TENNESSEE 37135

**Registered Feb. 02, 2021**

**Int. Cl.: 9, 16, 35**

**Service Mark** - CLASS 9: Magnetically encoded gift cards

# United States of America

United States Patent and Trademark Office

## CARD MARKET

**Reg. No. 6,263,196**

**Registered Feb. 02, 2021**

**Int. Cl.: 9, 16, 35**

**Service Mark**

**Trademark**

**Supplemental Register**

Sterling Card Solutions Holding, LLC. (TENNESSEE LIMITED LIABILITY COMPANY)

2026 Johnson Industrial Blvd.  
Nolensville, TENNESSEE 37135

CLASS 9: Magnetically encoded gift cards

FIRST USE 4-1-2020; IN COMMERCE 11-19-2020

CLASS 16: Non-Magnetically encoded gift cards

FIRST USE 4-1-2020; IN COMMERCE 11-16-2020

CLASS 35: Online retail store services featuring gift cards

FIRST USE 4-1-2020; IN COMMERCE 11-19-2020

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "CARD"

SER. NO. 88-826,790, FILED P.R. 03-09-2020; AM. S.R. 11-25-2020



*David H. Holt*

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



**TRADEMARK**  
**REEL: 007832 FRAME: 0447**

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**