

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pinnacle Hospitality Systems LLC		11/23/2022	Limited Liability Company: DELAWARE
Retail Control Solutions, Inc.		11/23/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6068620	PINNACLE HOSPITALITY SYSTEMS	
<b>Registration Number:</b>	6064144		
<b>Registration Number:</b>	6064146	WE PROTECT YOUR PROFITS	
<b>Registration Number:</b>	5333540	RETAIL CONTROL SOLUTIONS INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jessica Dias-Jayasinghe		
<b>SIGNATURE:</b>	/Jessica Dias-Jayasinghe/		
<b>DATE SIGNED:</b>	11/23/2022		

OP \$115.00 6068620

**Total Attachments: 8**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Pinnacle Hospitality Systems LLC, Retail Control Solutions, Inc.

- Individual(s)                       Association
- Partnership                         Limited Partnership
- Corporation- State: Massachusetts
- Other LLC: Delaware

Citizenship (see guidelines) Massachusetts/Delaware

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 23, 2022

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other First Lien Intellectual Property Security Agreement

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Dias-Jayasinghe, Paralegal

Internal Address: \_\_\_\_\_

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3793

Docket Number: Shift4

Email Address: JDias-Jayasinghe@cahill.com

### 6. Total number of applications and registrations involved:

4

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Jessica Dias-Jayasinghe  
Signature

11/23/2022

Date

Jessica Dias-Jayasinghe, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of November 23, 2022 (this “IP Security Agreement Supplement”), by PINNACLE HOSPITALITY SYSTEMS LLC, a Delaware limited liability company, and Retail Control Solutions, Inc., a Massachusetts corporation (collectively, “the Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Amended and Restated First Lien Credit Agreement, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Shift4 Payments, LLC (formerly known as Lighthouse Network, LLC), a Delaware limited liability company, as the Borrower, the Lenders from time to time party thereto and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.03 and 5.12 of the First Lien Credit Agreement, the Grantors and the Administrative Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantors and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

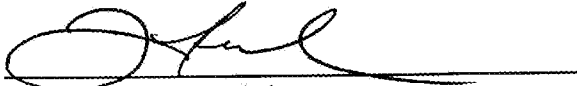
IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

**PINNACLE HOSPITALITY SYSTEMS LLC**

By:   
Name: Jordan Frankel  
Title: Secretary

[Signature Page to Intellectual Property Supplement]

**RETAIL CONTROL SOLUTIONS, INC.**

By:   
Name: Jordan Frankel  
Title: Secretary

[Signature Page to Intellectual Property Supplement]

SCHEDULE I

TRADEMARKS

Trademark	Application (Serial) No.	Application (Filing) Date	Registration No.	Registration Date	Owner
PINNACLE HOSPITALITY SYSTEMS	88675932	10/31/2019	6068620	06/02/2020	PINNACLE HOSPITALITY SYSTEMS LLC <sup>1</sup>
Design mark	88675939	10/31/2019	6064144	05/26/2020	PINNACLE HOSPITALITY SYSTEMS LLC <sup>2</sup>
WE PROTECT YOUR PROFITS	88675948	10/31/2019	6064146	05/26/2020	PINNACLE HOSPITALITY SYSTEMS LLC <sup>3</sup>
RETAIL CONTROL SOLUTIONS INC. (Design plus words, letters and/or numbers)	87321891	02/02/2017	5333540	11/14/2017	Retail Control Solutions, Inc.

TRADEMARK APPLICATIONS

None.

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<sup>1</sup> The ownership is subject to change from Pinnacle Hospitality Systems, Inc. to PINNACLE HOSPITALITY SYSTEMS LLC pending receipt of filing evidence of the trademark assignment.

<sup>2</sup> The ownership is subject to change from Pinnacle Hospitality Systems, Inc. to PINNACLE HOSPITALITY SYSTEMS LLC pending receipt of filing evidence of the trademark assignment.

<sup>3</sup> The ownership is subject to change from Pinnacle Hospitality Systems, Inc. to PINNACLE HOSPITALITY SYSTEMS LLC pending receipt of filing evidence of the trademark assignment.



SCHEDULE II

PATENTS AND TRADEMARKS

PATENTS:

None

PATENT APPLICATIONS:

None

SCHEDULE III

COPYRIGHTS

None

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

**RECORDED: 11/23/2022**

**TRADEMARK  
REEL: 007901 FRAME: 0508**