

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Superpriority		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wincor Nixdorf International GmbH		01/19/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC, as Collateral Agent		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07301		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1855092	BEETLE	
Registration Number:	2220800	HIGHPRINT	
Registration Number:	2705851	WINCOR NIXDORF	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1873188 WIN TM 2		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	01/25/2023		
Total Attachments: 18			

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 19, 2023, by Wincor Nixdorf International GmbH (the “Pledgor”), in favor of GLAS AMERICAS LLC (the “Collateral Agent”).

WITNESSETH:

WHEREAS, Diebold Nixdorf, Incorporated, an Ohio corporation (the “Company”), Diebold Nixdorf Holding Germany GMBH (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) and GLAS Americas LLC, as collateral agent for the Lenders (in such capacity, the “Collateral Agent”) have executed a Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or modified from time to time, and together with any agreement executed in replacement therefor or otherwise refinancing such credit agreement, the “Credit Agreement”; and the Credit Agreement, each other Loan Document (as defined in the Credit Agreement), each other agreement evidencing Obligations (as defined in the Credit Agreement), and any supplements or modifications thereof and any agreements or instruments issued in exchange or replacement therefor, collectively referred to as the “Agreements”);

WHEREAS, the Company and each Pledgor has entered into a Guaranty pursuant to which it has unconditionally guaranteed the Obligations;

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 Pledgor hereby agrees with the Collateral Agent as follows:

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

“Collateral” shall have the meaning assigned to such term in Section 2 hereof; provided that, the term “Collateral” shall not include any Excluded Assets.

“German Subsidiary” shall mean a dependent entity (*abhängiges Unternehmen*) within the meaning of sections 15 to 17 of the German Stock Corporation Act (*Aktiengesetz*) or a subsidiary (*Tochterunternehmen*) within the meaning of Section 290 of the German Commercial Code (*Handelsgesetzbuch*).

“Goodwill” shall mean, collectively, with respect to the Pledgor, the goodwill connected with the Pledgor’s business including all goodwill connected with (i) the use of and

symbolized by any Trademark or Intellectual Property License with respect to any Trademark in which the Pledgor has any interest and (ii) all product lines of the Pledgor's business.

“Intellectual Property Collateral” shall mean, collectively, all Trademarks and Goodwill, in each case, established or registered in the United States (but, excluding in any case, Excluded Assets).

“Intellectual Property Licenses” shall mean, collectively, with respect to the Pledgor, as related to Trademarks, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademarks, whether the Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements, breaches or violations thereof, (iii) rights to sue for past, present and future infringements, breaches or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks.

“Material Intellectual Property Collateral” shall mean any Collateral that is material (i) to the use and operation of the Mortgaged Property, taken as a whole, or (ii) to the business, results of operations or condition, financial or otherwise, of the Pledgor, taken as a whole.

“Mortgaged Property” shall mean the Mortgaged Property (as defined in the Credit Agreement) owned by any Pledgor.

“Net Assets” means the Pledgor's assets pursuant to Section 266 sub-section (2) A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*) less the aggregate of its liabilities pursuant to Section 266 sub-section (3) B, C, D and E of the German Commercial Code, taking into consideration the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmäßiger Buchführung*) based on the same principles and evaluation methods as consistently applied by the Pledgor in the preparation of its financial statements.

“Permitted Lien” shall mean any Lien permitted to exist on the Collateral pursuant to Section 6.16 of the Credit Agreement.

“Pledgor” shall have the meaning assigned to such term in the Preamble hereof.

“Proceeds” shall have the meaning assigned to it in the UCC.

“Termination Date” shall mean the date on which termination in full of the Commitments and repayment in full of all Obligations (other than contingent indemnification obligations not then due) occurs.

“Trademarks” shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names, brand names, and trade names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor’s use of any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or violations thereof.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

SECTION 2. Grant of Security Interest in Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following property of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

(the foregoing clauses (a) through (c), the “Collateral”); provided that the Collateral shall not include any Excluded Assets.

SECTION 3. [Reserved].

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks (and Proceeds thereof) under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. a "pdf" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Collateral Agent. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Credit Agreement or any other Loan Documents are hereby incorporated as if fully set forth in this Trademark Security Agreement.

SECTION 8. Remedies. Upon the occurrence and during the continuance of any Default, the Collateral Agent may, at the direction of the Required Lenders, from time to time exercise in respect of the Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, the following remedies:

(i) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Collateral including instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; provided, however, that if any such payments are made directly to the Pledgor, prior to receipt by any such obligor of such instruction, the Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Collateral Agent and shall promptly (but in no event later than three (3) Business Days after receipt thereof (or such later date as the Collateral Agent (acting at the direction of the Required Lenders) shall agree)) pay such amounts to the Collateral Agent;

(ii) Sell, assign, grant a license to use or otherwise liquidate, or direct the Pledgor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(iii) Exercise any and all rights as beneficial and legal owner of the Collateral, including perfecting assignment of and exercising any and all rights and powers with respect to any Collateral; and

(iv) Exercise all the rights and remedies of a secured party on default under the UCC, and the Collateral Agent may (acting at the direction of the Required Lenders) also, without notice except as specified in Section 9 hereof, sell, assign or grant a license to use the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable. To the fullest extent permitted by applicable law, the Collateral Agent (acting at the direction of the Required Lenders) or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Obligations owed to such Person as a credit on account of the purchase price of the Collateral or any part thereof payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of the Collateral or any part thereof regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Pledgor hereby waives, to the fullest extent permitted by law, any claims against the Collateral Agent arising by reason of the fact that the price at which the Collateral or any part thereof may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree.

SECTION 9. Notice of Sale. The Pledgor acknowledges and agrees that, to the extent notice of sale or other disposition of the Collateral or any part thereof shall be required by law, ten (10) days' prior notice to the Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification

of such matters. No notification need be given to the Pledgor if it has signed, after the occurrence of a Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 10. Waiver of Notice and Claims. The Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's disposition of the Collateral or any part thereof, including any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which the Pledgor would otherwise have under law, and the Pledgor hereby further waives, to the fullest extent permitted by applicable law: (i) [reserved], (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Collateral Agent shall not be liable for any incorrect or improper payment made pursuant to this Section 10 in the absence of gross negligence or willful misconduct on the part of, or material breach of this agreement by, the Collateral Agent, in each case to the extent so determined by a court of competent jurisdiction in a final non-appealable order. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against the Pledgor and against any and all persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Pledgor.

SECTION 11. Certain Sales of Collateral.

(a) The Pledgor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any Governmental Authority, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who meet the requirements of such Governmental Authority. The Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable law, the Collateral Agent shall have no obligation to engage in public sales.

(b) The parties hereto agree that, at all times prior to the sale of any Collateral pursuant to an exercise of remedies hereunder, the Pledgor (or the regarded owner of the Pledgor, if the Pledgor is a disregarded entity for U.S. federal tax purposes) shall be treated as the owner of the Collateral for U.S. federal and state tax purposes.

SECTION 12. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Collateral Agent (acting at the direction of the Required Lenders) to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Collateral Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law or otherwise available.

(b) If the Collateral Agent (acting at the direction of the Required Lenders) shall have instituted any proceeding to enforce any right, power, privilege or remedy under this agreement or any other Loan Document by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgor and the Collateral Agent shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies, privileges and powers of the Collateral Agent hereunder shall continue as if no such proceeding had been instituted.

SECTION 13. Certain Additional Actions. If any Default shall have occurred and be continuing, upon the written demand of the Collateral Agent (acting at the direction of the Required Lenders), the Pledgor shall execute and deliver to the Collateral Agent an assignment or assignments of the registered Trademarks and Goodwill included in the Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes hereof; provided that such assignments shall be reassigned to the Pledgor within five (5) Business Days of such time as the Collateral Agent has received written notice from the Pledgor that all Defaults have been cured or waived in accordance with the Credit Agreement.

SECTION 14. Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent (acting at the direction of the Required Lenders) of its remedies shall be applied, together with any other sums then held by the Collateral Agent pursuant to this agreement, in accordance with Section 2.10 of the Credit Agreement and with the Intercreditor Agreements.

SECTION 15. Changes in Name, etc. The Pledgor shall furnish to the Collateral Agent promptly (and in any event within ten (10) days thereof (or such

longer period as the Collateral Agent may agree in its sole discretion (acting at the direction of the Required Lenders))) written notice of any change in the Pledgor's corporate or organization name; provided that the Pledgor shall not effect or permit any such change unless all filings have been made, or will have been made with ten (10) days following such change (or such longer period as the Collateral Agent may agree in its sole discretion (acting at the direction of the Required Lenders)), under the Uniform Commercial Code that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and first priority perfected security interest subject only to Permitted Liens in all the Collateral in which a security interest may be perfected by such filing, for the benefit of the Secured Parties. The Pledgor agrees to provide the Collateral Agent, promptly upon its reasonable request, the certified Organizational Documents reflecting any of the changes in the foregoing sentence.

SECTION 16. Representations, Warranties and Covenants. The Pledgor represents, warrants and covenants as follows:

(a) Title. Except for (a) the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this agreement and other Permitted Liens and (b) Dispositions permitted under Section 6.14 of the Credit Agreement, the Pledgor owns and has rights and, as to Collateral acquired by it from time to time after the date hereof, will own and have rights in each item of Collateral pledged by it hereunder, which Collateral shall be free and clear of any and all Liens or claims of others other than Permitted Liens.

(b) Validity of Security Interest. The security interest in and Lien on the Collateral granted hereunder to the Collateral Agent for the benefit of the Secured Parties constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, and (b) subject to filings and other actions required to perfect a security interest in Collateral, a perfected security interest in the Collateral. The security interest and Lien granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this agreement in and on the Collateral will at all times constitute a perfected, continuing security interest therein, prior to all other Liens on the Collateral except for Permitted Liens.

(c) Defense of Claims; Transferability of Collateral. Subject to Section 6.9 of the Credit Agreement, the Pledgor shall, at its own cost and reasonable expense, defend title to the Collateral pledged by it hereunder and the security interest therein and Lien thereon granted to the Collateral Agent and the priority thereof against all claims and demands of all persons, at its own cost and reasonable expense, at any time claiming any interest therein adverse to the Collateral Agent or any other Secured Party other than Permitted Liens.

(d) Other Financing Statements. It has not filed, nor authorized any third party to file, any valid or effective financing statement (or similar statement, instrument of registration or public notice under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral, except such as have been filed in favor of the Collateral Agent pursuant to this agreement or in favor of any holder of a Permitted Lien with respect to such Permitted Lien. Other than as permitted by the Credit Agreement, the Pledgor shall not execute, authorize or permit to be filed in any public office any financing statement (or similar statement, instrument of registration or public notice under the law of any jurisdiction) relating to any Collateral, except financing statements and other statements and instruments filed or to be filed in respect of and covering the security interests granted by the Pledgor to a holder of Permitted Liens.

(e) Consents, etc. If the Collateral Agent (acting at the direction of the Required Lenders) desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this agreement and reasonably determines it necessary to obtain any approvals or consents of any Governmental Authority or any other person therefor, then, if a Default has occurred and is continuing, upon the reasonable request of the Collateral Agent, the Pledgor agrees to use its best efforts to assist and aid the Collateral Agent to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

(f) Collateral. All information set forth herein, including the schedules hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party in connection with this agreement, in each case, relating to the Collateral, is accurate and complete in all material respects as of the applicable date of delivery.

(g) Taxes. The Pledgor (or the regarded owner of the Pledgor, if the Pledgor is a disregarded entity for U.S. federal tax purposes) shall deliver to the Secured Party, as reasonably requested by the Secured Party and at the time or times reasonably requested by the Secured Party, a properly completed and executed Internal Revenue Service Form W-8 or W-9 of the Pledgor, or any other applicable similar U.S. or non-U.S. tax forms, to reduce or eliminate any applicable taxes on the delivery or maintenance of the Collateral.

SECTION 17. Certain Provisions Concerning Collateral. The Pledgor represents, warrants and covenants as follows:

(a) Grant of Intellectual Property License. For the purpose of enabling the Collateral Agent, during the continuance of a Default, to exercise its rights and remedies under Sections 8, 9, 10, 11, 12 and 13 hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Pledgor hereby grants to the Collateral Agent, to the extent assignable, an irrevocable, non-exclusive license to use, assign, license or sublicense any of the Collateral, with respect to Trademarks, now owned or

hereafter acquired by the Pledgor, wherever the same may be located. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof. With respect to Trademarks, such license shall be subject to the requirement that the quality of goods and services offered under the Trademarks be substantially consistent with the quality of the goods and services offered thereunder by the Pledgor prior to the Collateral Agent's exercise of rights and remedies.

(b) Protection of Collateral Agent's Security. On a continuing basis, the Pledgor shall, with respect to Trademarks, at its sole cost and reasonable expense, (i) promptly following its becoming aware thereof, notify the Collateral Agent of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office regarding any Material Intellectual Property Collateral, the Pledgor's right to register such Material Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect that, in any such case, could reasonably be expected to result in a Material Adverse Effect, (ii) maintain all Material Intellectual Property Collateral as presently used and operated consistent with its commercially reasonable business judgment, (iii) not permit to lapse or become abandoned any Material Intellectual Property Collateral consistent with its commercially reasonable business judgment, and not settle or compromise any pending or future litigation or administrative proceeding with respect to any such Material Intellectual Property Collateral, in either case except as shall be consistent with commercially reasonable business judgment, (iv) upon the Pledgor obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event which may be reasonably expected to affect the value or utility of any Material Intellectual Property Collateral or the rights and remedies of the Collateral Agent in relation thereto including a levy or threat of levy or any legal process against any Material Intellectual Property Collateral and that, in any such case, could reasonably be expected to result in a Material Adverse Effect, (v) [reserved], (vi) with respect to Trademarks, keep adequate records respecting registered Collateral, and (vii) with respect to Trademarks, furnish to the Collateral Agent from time to time upon the Collateral Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the registered Collateral and such other materials evidencing or reports pertaining to any Collateral, each as is related to Trademarks, as the Collateral Agent may from time to time reasonably request. Notwithstanding the foregoing, nothing herein shall prevent the Pledgor from settling, disposing of, or otherwise using any Collateral as permitted under the Credit Agreement. Notwithstanding anything to the contrary herein or in any other Loan Document, Pledgor shall not be required to take any action under the law of any non-U.S. jurisdiction to create or perfect a security interest in any assets except to the extent required by the Credit Agreement.

(c) After-Acquired Property. With respect to Trademarks, if the Pledgor shall at any time prior to the Termination Date, (i) obtain any rights to any additional Intellectual Property Collateral or (ii) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, or if any intent-to use trademark application is no

longer subject to clause (vi) of the definition of Excluded Assets, the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (i) or (ii) shall automatically constitute Collateral as if such would have constituted Collateral at the time of execution hereof and be subject to the Lien and security interest created by this agreement without further action by any party. With respect to any federally registered or applied for Collateral, Pledgor shall, together with the financial statements required under Sections 6.1(i) and (ii) of the Credit Agreement, provide to the Collateral Agent written notice of any of the foregoing and confirm the attachment of the Lien and security interest created by this agreement to any rights described in clauses (i) and (ii) above by execution of an instrument in form reasonably acceptable to the Collateral Agent and the filing of any instruments or statements as shall be reasonably necessary or reasonably requested to create, preserve, protect or perfect the Collateral Agent's security interest in such Collateral in the United States, including prompt recordals with the United States Patent and Trademark Office.

(d) Litigation. Unless there shall occur and be continuing any Default, the Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgor, such applications for protection of the Collateral and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as it deems necessary or appropriate consistent with its commercially reasonable business judgment to protect the Collateral. Upon the occurrence and during the continuance of any Default and subject to the terms and conditions set forth in the Intercreditor Agreements, the Collateral Agent shall have the right (acting at the direction of the Required Lenders) but shall in no way be obligated to file applications for protection of the Collateral and/or bring suit in the name of the Pledgor, the Collateral Agent (acting at the direction of the Required Lenders) or the Secured Parties to enforce the Pledgor's rights in the Collateral and any license thereunder. In the event of such suit, the Pledgor shall, at the reasonable request of the Collateral Agent (acting at the direction of the Required Lenders), do any and all lawful acts and execute any and all documents reasonably requested by the Collateral Agent in aid of such enforcement and the Pledgor shall promptly reimburse and indemnify the Collateral Agent for all reasonable and documented costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 17 in accordance with Section 10.6 of the Credit Agreement. If the Collateral Agent (acting at the direction of the Required Lenders) shall elect not to bring suit to enforce the Collateral and a Default has occurred and is continuing, the Pledgor agrees, at the reasonable request of the Collateral Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Collateral by any person.

SECTION 18. Transfers of Collateral. The Pledgor shall not sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral pledged by it hereunder except as expressly permitted by the Credit Agreement.

SECTION 19. Limitation of Enforcement (Germany).

(a) The parties to this agreement agree to restrict retaining the proceeds from a realisation of the Collateral granted by the Pledgor under this agreement if and to the extent (i) the realisation proceeds are applied in satisfaction of any liability of the Pledgor's direct or indirect shareholder(s) or partners (upstream) or any entity affiliated to such shareholder or partner (*verbundenes Unternehmen*) within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*) (cross-stream) (other than the liabilities of any German Subsidiary of the Pledgor) and (ii) retaining the proceeds from such realisation would cause the amount of the Pledgor's Net Assets, as adjusted pursuant to the following provisions, to fall below the amount of its registered share capital (*Stammkapital*) (*Begründung einer Unterbilanz*) or to increase any already existing capital impairment (*Vertiefung einer Unterbilanz*) or a violation of sections 30 and 31 of the German Limited Liability Company Act (*GmbHG*), (each such event is hereinafter referred to as a "Capital Impairment"). For the purposes of the calculation of a Capital Impairment, the following balance sheet items shall be adjusted as follows:

(1) the amount of any increase of the Pledgor's registered share capital that has been effected after the date of this agreement without prior written consent of the Collateral Agent shall be deducted from the Pledgor's registered share capital;

(2) loans provided to the Pledgor the Company or any of its German Subsidiaries shall be disregarded if and to the extent such loans are subordinated or are considered subordinated by operation of law at least into the rank pursuant to Section 39 para 2 of the German Insolvency Code (*Insolvenzordnung*);

(3) loans or other contractual financial liabilities incurred in violation of the provisions of the Loan Documents shall be disregarded;

(4) assets of the Pledgor shall be disregarded to the extent profits would be prohibited from distribution pursuant to section 268 paragraph (8) of the German Commercial Code (*Handelsgesetzbuch*);

(5) the amount of non-distributable assets according to section 253 paragraph (6) or section 272 paragraph (5) of the German Commercial Code (*Handelsgesetzbuch*) shall not be included in the calculation of Net Assets; and

(6) the costs of any Auditor's Determination (as defined below) shall be taken into account in calculating the Net Assets.

(b) In a situation where a Capital Impairment would occur in relation to the Pledgor retaining the proceeds from a realisation (in whole or in part) of the Collateral, the

Pledgor shall without undue delay (but no later than eight (8) weeks after occurrence of such situation, unless an extension of such period is granted by the Collateral Agent), to the extent legally permitted, dispose of all assets which are not necessary for its business (*nicht betriebsnotwendig*) where the relevant assets are shown in the balance sheet of the Pledgor with a book value significantly lower than the market value of such assets (each such asset a **“Relevant Asset”**), unless such disposal would not be commercially justifiable. The Pledgor shall, within ten (10) Business Days upon receipt of a written request from the Collateral Agent relating to any Relevant Asset which is not being sold pursuant to the preceding sentence, provide the Collateral Agent with reasonably detailed information as to why it considers the sale of such Relevant Asset not to be commercially justifiable. In the latter case, the Pledgor and the Collateral Agent will liaise with each other and the Pledgor shall use its best efforts to make further attempts to dispose of such Relevant Asset on more beneficial terms and keep the Collateral Agent informed about its progress on a continuous basis.

(c) The limitation pursuant to this Section 19 shall apply, subject to the following requirements, if following a realisation by the Collateral Agent of the Collateral, the Pledgor notifies the Collateral Agent (**“Management Notification”**) within fifteen (15) Business Days upon receipt of the relevant demand that a Capital Impairment would occur (setting out in reasonable detail to what extent a Capital Impairment would occur and providing an estimation of the net proceeds realisation along with the calculations / information on which such estimate is based, or other measures undertaken in accordance with the mitigation provisions set out above). If the Management Notification is contested by the Collateral Agent, the Pledgor undertakes (at its own cost and expense) to arrange for the preparation of a balance sheet by its auditors in order to have such auditors determine whether (and if so, to what extent) a realisation of the Collateral would cause a Capital Impairment (the **“Auditor’s Determination”**). The Auditor’s Determination shall be prepared, taking into account the adjustments set out above in relation to the calculation of a Capital Impairment, by applying the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmäßiger Buchführung*) based on the same principles and evaluation methods as consistently applied by the Pledgor in the preparation of its financial statements, in particular in the preparation of its most recent annual balance sheet, and taking into consideration applicable court rulings of German courts. The Pledgor shall provide the Auditor’s Determination to the Collateral Agent within twenty-five (25) Business Days from the date on which the Collateral Agent contested the Management Notification in writing. The Auditor’s Determination shall be binding on the Pledgor and the Secured Parties.

(d) If and to the extent:

(1) the Pledgor has complied with its obligation set out in Sections 19.2 and 19.3 above; and

(2) the realisation proceeds exceed the difference between the Net Assets as determined in the Auditor's Determination (or, if no Auditor's Determination has been requested by the Collateral Agent, as determined in the Management Notification) and the amount of the Pledgor's registered share capital (*Stammkapital*), the Collateral Agent shall upon written demand of the Pledgor to be delivered within one month (*Ausschlussfrist*) from the delivery of the Auditors' Determination (or, if no Auditor's Determination has been requested by the Collateral Agent within twenty (20) Business Days from delivery of the Management Notification, to be delivered within two months (*Ausschlussfrist*) from the delivery of the Management Notification) release within ten (10) Business Days after receipt of such written demand an amount equal to the difference between the proceeds received and retained by it as a result of such realisation and the amount that could have been realised based on the Auditor's Determination (or, if no Auditor's Determination has been requested by the Collateral Agent, based on the Management Notification) but in any event not more than the net realisation proceeds (i.e. after deduction of realisation costs) received and retained.

apply: (e) Notwithstanding the above, the provisions of this Section 19 shall not

(1) if the Pledgor is (i) party as dominated entity (*beherrschtes Unternehmen*) of a domination agreement (*Beherrschungsvertrag*) and/or a profit and loss transfer agreement (*Gewinnabführungsvertrag*) pursuant to section 30 para 1 sentence 2 of the German Limited Liability Company Act (*GmbHG*), and (ii) it is to be expected (based on information available to the managing directors of the Pledgor, interpreted by applying the due care of a prudent businessman (*Sorgfalt eines ordentlichen Geschäftsmannes*)) that the Pledgor will be able to recover the annual loss (*Jahresfehlbetrag*) from the relevant dominating entity pursuant to Section 302 of the German Stock Corporation Act (*Aktiengesetz*) after the Collateral has been realised or the German Federal Court of Justice has ruled that only Section 19.1 is required to avoid a violation of sections 30, 31 German Limited Liability Company Act (*GmbHG*);

(2) if the Pledgor has a recourse right (*Rückgriffsanspruch*) towards its direct or indirect shareholder(s) or partners (upstream) or any entity affiliated to such shareholder or partner (*verbundenes Unternehmen*) within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*) (cross-stream) which is fully recoverable (*werthaltig*) at the time of the realisation; or

(3) to any amounts borrowed under the Loan Documents to the extent the proceeds of such borrowing are on-lent to the Pledgor or its German

Subsidiaries to the extent that any amounts so on-lent are still outstanding at the time the relevant demand is made against the Pledgor.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WINCOR NIXDORF INTERNATIONAL GMBH

By: _____

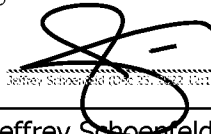

Name: Olaf Heyden

Title: Managing Director

Accepted and Agreed:

GLAS AMERICAS LLC,
as Collateral Agent

By:


Jeffrey Schoenfeld (0001301002) (1112 P87)

Name: Jeffrey Schoenfeld

Title: Vice President

[Signature Page to Superpriority Trademark Security Agreement]

TRADEMARK
REEL: 007952 FRAME: 0243

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

Trademark	Application No.	Registration No.	Record Owner	Status
Beetle	74/225,945	1,855,092	Wincor Nixdorf International GmbH	Registered
CINEO	79/074,548	3,867,565	Wincor Nixdorf International GmbH	Registered
HighPrint	75/192,740	2,220,800	Wincor Nixdorf International GmbH	Registered
PROAKT	79/048,732	3,509,018	Wincor Nixdorf International GmbH	Registered
Wincor Nixdorf	76/030515	2,705,851	Wincor Nixdorf International GmbH	Registered