

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		06/05/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WINCOR NIXDORF INTERNATIONAL GMBH		
Street Address:	HEINZ-NIXDORF-RING 1		
City:	33106 PADERBORN		
State/Country:	GERMANY		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
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:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1946		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	06/07/2023		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Termination and Release”) is made as of June 5, 2023, by JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of WINCOR NIXDORF INTERNATIONAL GMBH (the “Pledgor”).

WITNESSETH:

WHEREAS, pursuant to (i) the Asset-Based Revolving Credit and Guaranty Agreement, dated as of December 29, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, and together with any agreement executed in replacement therefor or otherwise refinancing such credit agreement, the “ABL Credit Agreement”), among Diebold Nixdorf, Incorporated, an Ohio corporation (the “Company”), the other borrowers party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and Collateral Agent, and GLAS Americas LLC, as European collateral agent, (ii) the Guaranty contained in the ABL Credit Agreement and entered into by the Company and the Pledgor, and (iii) that certain Trademark Security Agreement, dated as of January 25, 2023 (the “Trademark Security Agreement”), between the Pledgor and the Collateral Agent, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest (the “Security Interest”) in and to all of the Pledgor’s right, title and interest in, to and under (a) the Trademarks of the Pledgor listed on Schedule A attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”; provided that the Trademark Collateral did not include any Excluded Assets);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2023 at Reel 7982, Frame 0735; and

WHEREAS, the Pledgor has requested and the Collateral Agent has agreed to release its Security Interest in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms defined in the ABL Credit Agreement or the Trademark Security Agreement, as applicable, and used herein have the meaning given to them in the ABL Credit Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any of the foregoing, arising under the Trademark Security Agreement, and any right, title or interest of the Collateral Agent in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any of the foregoing,

arising under the Trademark Security Agreement, shall hereby cease and become void. If and to the extent the Collateral Agent has acquired under the Trademark Security Agreement any right, title or interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any of the foregoing, the Collateral Agent, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

3. Termination. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent hereby agrees, upon the reasonable request and at the sole expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

5. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be executed by its authorized representative as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Christine Lathrop
Name: Christine Lathrop
Title: Executive Director

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

Trademark	Application Number	Registration Number	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