

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diebold Nixdorf, Incorporated		04/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	GLAS AMERICAS LLC		
Street Address:	3 Second Street , Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2890418	LUMERA	
Registration Number:	3295594	OPTEVIEW	
Registration Number:	5481892	CONNECTED COMMERCE	
Serial Number:	98223061	DN	
Serial Number:	98223080	DIEBOLD NIXDORF	
Serial Number:	90315107	ALLTRANSACT	
Serial Number:	98299705	DN DIEBOLD NIXDORF	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	jbereznak@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	262255.000032		
NAME OF SUBMITTER:	John Bereznak		
SIGNATURE:	John Bereznak		

CH \$190.00.00 78252987

DATE SIGNED:

04/05/2024

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 2, 2024, by Diebold Nixdorf, Incorporated, a Delaware corporation (the “Pledgor”), in favor of GLAS AMERICAS LLC (the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of August 11, 2023 (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 Pledgor 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 Pledgor 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. 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 Collateral of such Pledgor:

- (a) Trademarks of such 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 (other than Excluded Assets).

SECTION 3. 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 Pledgor 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

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.

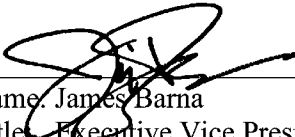
SECTION 7. Collateral Agent. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Credit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

[signature page follows]

IN WITNESS WHEREOF, the 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,

DIEBOLD NIXDORF, INCORPORATED,
as Pledgor

By:  _____
Name: James Barna
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

GLAS AMERICAS LLC,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Diebold Nixdorf, Incorporated	2890418	LUMERA
Diebold Nixdorf, Incorporated	3295594	OPTEVIEW
Diebold Nixdorf, Incorporated	5481892	CONNECTED COMMERCE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Diebold Nixdorf, Incorporated	98223061	
Diebold Nixdorf, Incorporated	98223080	DIEBOLD NIXDORF
Diebold Nixdorf, Incorporated	90315107	ALLTRANSACT
Diebold Nixdorf, Incorporated	98299705	 Diebold Nixdorf