

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P97 Networks, LLC		04/19/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	401 B Street, Suite 2201		
Internal Address:	MAC E2901-220		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	19107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5312033	FUELING MOBILE COMMERCE	
Registration Number:	4589173	PETROZONE	
Serial Number:	97888684	P97	
Serial Number:	98267603	P97 FLEET 360	
Serial Number:	98267576	P97 MOBILE COMMERCE ONE	
Serial Number:	98267547	P97 PAYMENTS ONE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hklaw.com,lauren.neville@hklaw.com		
Correspondent Name:	Susan C. DiNicola		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	10 St. James Avenue		
Address Line 4:	Boston , MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	580120.01974		
NAME OF SUBMITTER:	Susan DiNicola		

OP \$165.00.00 86816286

SIGNATURE:	Susan DiNicola
DATE SIGNED:	05/03/2024
Total Attachments: 5 source=P97 Networks LLC 1289485409 P97 - Trademark Security Agreement#page1.tif source=P97 Networks LLC 1289485409 P97 - Trademark Security Agreement#page2.tif source=P97 Networks LLC 1289485409 P97 - Trademark Security Agreement#page3.tif source=P97 Networks LLC 1289485409 P97 - Trademark Security Agreement#page4.tif source=P97 Networks LLC 1289485409 P97 - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2024 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this “Trademark Security Agreement”), is by and between P97 NETWORKS, LLC, a Delaware limited liability company (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the “Bank”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “Credit Agreement”) by and between the Grantor, as Borrower, P97 Holdings, Inc, a Delaware corporation (“Holdings”), and the Bank, the Bank has agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Bank is willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Bank that certain Security Agreement, dated as of the date hereof by Grantor and Holdings in favor of the Bank (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Bank this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to the Bank, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of the Grantor’s Trademarks (with the exception of (i) Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed and (ii) Trademark applications that are to be abandoned (as specified on that certain Perfection and Information Certificate dated as of the date hereof, by Grantor and Holdings in favor of the Bank)) and Trademark licenses to which it is a party including, without limitation, those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark license, including right to receive any damages, (ii) injury to the

goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any bankruptcy or other insolvency law involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Security Interest in the Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Grantor shall give the Bank prior written notice within five (5) business days after filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this Section, the Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

P97 NETWORKS, LLC

By: DocuSigned by:
Donald J. Frieden
1D4C3BF0B8864C1

Name: Donald J. Frieden

Title: President and Chief Executive Officer

View of Authoritative Copy

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

DocuSigned by:
Clayton B. Scovill
By: _____
4AFB5BC47381494...
Name: Clayton B. Scovill
Title: Director, Technology Banking Group

View of Authoritative Copy

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use
or amendment to allege use has been filed)

Trademark Registrations/Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Registration or Application No.</u>	<u>Registration or Application Date</u>
P97 Networks, LLC	FUELING MOBILE COMMERCE	5312033	10/17/2017
P97 Networks, LLC	PETROZONE	4589173	08/19/2014
P97 Networks, LLC	P97	97888684	02/28/2024
P97 Networks, LLC	P97 Fleet 360	98267603	11/13/2023
P97 Networks, LLC	P97 Mobile Commerce One	98267606	11/13/2023
P97 Networks, LLC	P97 Payments One	98267547	11/13/2023

Trademark Licenses

None.