

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI238509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Priority Payment Systems LLC		05/16/2024	Limited Liability Company: GEORGIA
Finxera, Inc.		05/16/2024	Corporation: CALIFORNIA
Priority Real Estate Technology, LLC		05/16/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	Truist Bank, as Collateral Agent
Street Address:	303 Peachtree Street, N.E., 25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4474932	LANDLORDSTATION
Registration Number:	4617053	RADPAD
Registration Number:	5608114	CPX GATEWAY
Registration Number:	5608115	CPX ACCESS
Registration Number:	5638991	CPX XCHANGE
Registration Number:	5868989	VORTEX CLOUD
Registration Number:	5897796	VORTEX CLOUD
Registration Number:	6376604	P
Registration Number:	6376597	P
Registration Number:	3704841	PRIORITY PAYMENT SYSTEMS
Registration Number:	4591233	PRIORITY PAYMENT SYSTEMS
Registration Number:	7141895	POWERED BY PRIORITY
Registration Number:	7009999	PRIORITY
Registration Number:	7141894	P PRIORITY
Registration Number:	7141896	POWERED BY PRIORITY

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Property Type	Number	Word Mark
Registration Number:	6732547	VERITY PAYMENTS
Registration Number:	6732548	VERITY PAYMENTS
Registration Number:	5318190	CPX
Registration Number:	2797089	CYNERGY DATA
Registration Number:	2966052	
Registration Number:	3038842	VIMAS
Registration Number:	5125134	DEBTONATOR
Serial Number:	97728556	MX MERCHANT
Serial Number:	98188427	MM POS SUITE
Serial Number:	98188423	M MERCHANT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1135397-0139-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: Justine Lu

DATE SIGNED: 05/16/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made and entered into as of May 16, 2024, by PRIORITY PAYMENT SYSTEMS LLC, a Georgia limited liability company, FINXERA, INC., a California corporation, and PRIORITY REAL ESTATE TECHNOLOGY, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of TRUIST BANK (“Truist”), as collateral agent under the Credit Agreement described below (in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 16, 2024 among Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Truist, as Administrative Agent, Collateral Agent, an Issuing Bank and the Swing Line Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time from the date hereof, the “Credit Agreement”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, the each Grantor grants to Collateral Agent, for the benefit of Secured Parties, a First Priority security interest and continuing Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): (a) all of such Grantor’s Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all extensions or renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

4. **Authorization to Supplement.** Each Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of any Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

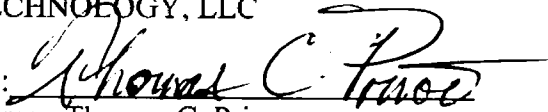
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

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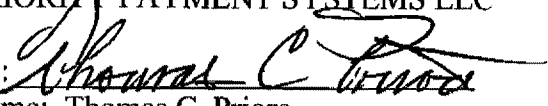
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTORS:

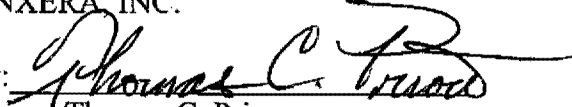
PRIORITY REAL ESTATE
TECHNOLOGY, LLC

By: 
Name: Thomas C. Priore
Title: President and CEO

PRIORITY PAYMENT SYSTEMS LLC

By: 
Name: Thomas C. Priore
Title: President and CEO

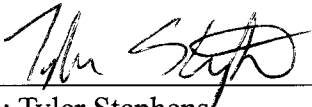
FINXERA, INC.

By: 
Name: Thomas C. Priore
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

TRUIST BANK



By: 
Name: Tyler Stephens
Title: Director




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008433 FRAME: 0679

Schedule I

Trademarks

Owner	Trademark	Reg. No.	Reg. Date
Priority Real Estate Technology, LLC	LANDLORDSTATION	4474932	Registered January 28, 2014
Priority Real Estate Technology, LLC	RADPAD	4617053	Registered October 7, 2014
Priority Payment Systems LLC	CPX GATEWAY	5608114	Registered November 13, 2018
Priority Payment Systems LLC	CPX ACCESS	5608115	Registered November 13, 2018
Priority Payment Systems LLC	CPX XCHANGE	5638991	Registered December 25, 2018
Priority Payment Systems LLC	VORTEX CLOUD	5868989	Registered September 24, 2019
Priority Payment Systems LLC	VORTEX CLOUD	5897796	Registered October 29, 2019
Priority Payment Systems LLC	P	6376604	Registered June 8, 2021
Priority Payment Systems LLC	P	6376597	Registered June 8, 2021
Priority Payment Systems LLC	PRIORITY PAYMENT SYSTEMS	3704841	Registered November 3, 2009
Priority Payment Systems LLC	PRIORITY PAYMENT SYSTEMS  PRIORITY PAYMENT SYSTEMS	4,591,233	Registered August 26, 2014
Priority Payment Systems LLC	POWERED BY PRIORITY	7141895	Registered August 22, 2023
Priority Payment Systems LLC	PRIORITY	7009999	Registered March 28, 2023
Priority Payment Systems LLC	 PRIORITY	7141894	Registered August 22, 2023
Priority Payment Systems LLC	POWERED BY PRIORITY	7141896	Registered August 22, 2023
Priority Payment Systems LLC	VERITY PAYMENTS	6,732,547	Registered May 24, 2022
Priority Payment Systems LLC	VERITY PAYMENTS	6,732,548	Registered May 24, 2022
Priority Payment Systems LLC	CPX	5318190	Registered October 24, 2017

Owner	Trademark	Reg. No.	Reg. Date
Pipeline Cynergy Holdings, LLC (n/k/a Priority Payment Systems LLC)	CYNERGY DATA	2,797,089	Registered December 23, 2003
Cynergy Data, LLC (n/k/a Priority Payment Systems LLC)		2,966,052	Registered July 12, 2005
Pipeline Cynergy Holdings, LLC (n/k/a Priority Payment Systems LLC)	VIMAS	3,038,842	Registered January 10, 2006
Finxera, Inc.	DEBTONATOR	5125134	Registered January 17, 2017
Priority Payment Systems LLC	MX Merchant	Application Serial No. 97728556	Application Filed December 22, 2022
Priority Payment Systems LLC	 POS SUITE	Application Serial No: 98188427	Application Filed September 20, 2023
Priority Payment Systems LLC	 MERCHANT	Application Serial No: 98188423	Application Filed September 20, 2023

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