

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4893863

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WORLDPAY US, INC. | 03/30/2018 |
| RECEIVING PARTY DATA | |
| Name: | MORGAN STANLEY SENIOR FUNDING, INC., AS AGENT |
| Street Address: | 1300 THAMES STREET, 4TH FLOOR |
| Internal Address: | THAMES STREET WHARF |
| City: | BALTIMORE |
| State/Country: | MARYLAND |
| Postal Code: | 21231 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 14808960 |
| Application Number: | 14808962 |
| Application Number: | 14808383 |
| CORRESPONDENCE DATA | |
| Fax Number: | (214)981-3400 |
| <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: | 214-981-3483 |
| Email: | dclark@sidley.com |
| Correspondent Name: | DUSAN CLARK, ESQ. |
| Address Line 1: | SIDLEY AUSTIN LLP |
| Address Line 2: | 2021 MCKINNEY AVE., SUITE 2000 |
| Address Line 4: | DALLAS, TEXAS 75201 |
| ATTORNEY DOCKET NUMBER: | 60348-30020 |
| NAME OF SUBMITTER: | DUSAN CLARK |
| SIGNATURE: | /Dusan Clark/ |
| DATE SIGNED: | 03/30/2018 |
| Total Attachments: 4 | |
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Patent Collateral Agreement

This March 30, 2018, WORLDPAY US, INC. (“*Debtor*”) with its principal place of business and mailing address at 271 17th Street NW, Suite 1000 Atlanta, GA 30363, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to MORGAN STANLEY SENIOR FUNDING, INC., (the “*Agent*”), with its mailing address at 1300 Thames Street, 4th Floor, Thames Street Wharf, Baltimore, Maryland 21231, acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Parties a first priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date (as defined in the Loan Agreement referred to in the Security Agreement) for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each patent and patent application owned by the Debtor that is registered or the subject of a pending application with any United States federal government authority, other than to the extent the same constitutes Excluded Property, and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement, dated as of June 13, 2014, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Security Agreement*”). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS PATENT COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

WORLDPAY US, INC.

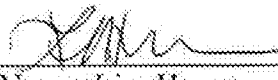
By: 
Name: Stephanie Ferris
Title: Chief Financial Officer

[Signature Page to Patent Collateral Agreement]

PATENT
REEL: 045402 FRAME: 0523

Accepted and agreed to as of the date and year last above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lisa Hanson
Title: Vice President

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

U.S. PATENT NUMBERS

| Title | Reg. No./ App. No. |
|----------------------------------------------------------------------------------|---------------------------|
| Methods and Apparatus for Unified Inventory Management | 14/808,960 |
| Wireless Data Communication Interface | 14/808,962 |
| Methods and Apparatus for Unified Inventory and Financial Transaction Management | 14/808,383 |