

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7923984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NETSPEND CORPORATION	04/26/2023
RÊVWW HOLDINGS, INC.	04/26/2023
RECEIVING PARTY DATA	
Name:	GLOBAL PAYMENTS INC., AS ADMINISTRATIVE AGENT (1L)
Street Address:	3550 LENOX ROAD NE, SUITE 3000
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7814018
Patent Number:	D675616
CORRESPONDENCE DATA	
Fax Number:	
<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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	RODNEY BOULWARE
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1974293 1PT
NAME OF SUBMITTER:	JORDANA S. DREYFUSS
SIGNATURE:	/Jordana S. Dreyfuss/
DATE SIGNED:	04/27/2023
Total Attachments: 6	
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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “*Agreement*”), dated as of April 26, 2023, is made by Netspend Corporation, a Delaware corporation and RêvWW Holdings, Inc., a Delaware corporation (each a “*Grantor*”, collectively the “*Grantors*”), in favor of GLOBAL PAYMENTS INC., as administrative agent (in such capacity, the “*Administrative Agent*”) for the benefit of the Secured Parties in connection with that certain (i) Guarantee and Collateral Agreement, dated as of April 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Neon Holdings Intermediate Corporation, a Delaware corporation (the “*Borrower*”), Neon Holdings Corporation, a Delaware corporation (“*Holdings*”), the Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent and (ii) that certain First Lien Credit Agreement, dated as of April 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, Holdings, the lenders from time to time party thereto (the “*Lenders*”) and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents that are not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement AND to induce the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Patents that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “*Collateral*”), to the Administrative Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement. The security interest granted hereby has been granted to the Secured Parties in

connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of each Intercreditor Agreement then in effect and then applicable. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NETSPEND CORPORATION, as a
Grantor

By: Kelley Knutson
Name: Kelley Knutson
Title: President

RevWW Holdings, Inc., as a
Grantor


By: _____
Name: Roy Sosa
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


NETSPEND CORPORATION, as a
Grantor

By: _____
Name: Kelley Knutson
Title: President

RêvWW Holdings, Inc., as a
Grantor

By:  _____
Name: Roy Sosa
Title: CEO

GLOBAL PAYMENTS INC., as Administrative Agent

By:  DocuSigned by:
B856729A7465E407...
Name: David L. Green
Title: Senior Executive Vice President, General Counsel and Corporate Secretary

SCHEDULE A

Patent Registrations and Applications

Owner	Title	Application Number	Application Date	Patent Number	Grant Date	Country
Netspend Corporation	Charge Number Issuing and Transaction System and Method	09/662,222	10/12/2010	7,814,018	10/12/2010	United States
RêvWW Holdings, Inc.	Electronic Payment Device	29/391,512	5/10/2011	D675,616	2/5/2013	United States