

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCR CORPORATION		03/31/2016	Corporation: MARYLAND
Digital Insight Corporation		03/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. DEARBORN, 7TH FL
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	148174	NCR
Registration Number:	366404	NCR
Registration Number:	368485	NCR
Registration Number:	614432	NCR PAPER
Registration Number:	1478461	NCR
Registration Number:	1951383	GLOBALPM
Registration Number:	1956218	GLOBALPM
Registration Number:	2014022	DYNAKEY
Registration Number:	2015010	GLOBALPM
Registration Number:	2045760	NETKEY
Registration Number:	2243282	IMAGEMARK
Registration Number:	2249686	NETKEY
Registration Number:	2368954	NCR
Registration Number:	2391796	NCR
Registration Number:	2398182	NCR
Registration Number:	2724525	APTRA
Registration Number:	3008165	OPTICASH
Registration Number:	3498952	OPTIVault

OP \$1765.00 148174

Property Type	Number	Word Mark
Registration Number:	3525626	NCR FASTLANE
Registration Number:	3659466	2 ST
Registration Number:	3674573	2ST TECHNOLOGY
Registration Number:	3700427	2 ST
Registration Number:	3723851	2ST TECHNOLOGY
Registration Number:	3726770	GOPIX
Registration Number:	3807548	TRANSOFT
Registration Number:	3869764	NCR TOUCHPORT
Registration Number:	3914658	NCR SELFSEV
Registration Number:	3926087	EXPERIENCE A NEW WORLD OF INTERACTION
Registration Number:	3926088	EXPERIENCE A NEW WORLD OF INTERACTION
Registration Number:	4056658	EXPERIENCE A NEW WORLD OF INTERACTION
Registration Number:	4096173	NCR @ YOUR SERVICE
Registration Number:	4185678	NCR ENTERPRISE PREFERENCE MANAGER
Registration Number:	1648043	COMPU-TOUCH
Registration Number:	1957983	ORDERPOINT!
Registration Number:	2200849	CORE-TECH
Registration Number:	3749174	ALOHA RESTAURANT GUARD
Registration Number:	3763145	ALOHA PAYMENT GUARD
Registration Number:	3993077	ALOHA INSIGHT
Registration Number:	2083095	INFOAMERICA
Registration Number:	0750700	NCR SERVICE
Registration Number:	2144355	ALOHA
Registration Number:	2319009	HEAT AT LIGHT SPEED
Registration Number:	2279136	MENULINK
Registration Number:	4547734	ALOHA
Registration Number:	4635683	PACESETTER
Registration Number:	4458847	NCR
Registration Number:	4756477	EVERYDAY MADE EASIER
Registration Number:	4458638	NCR REALSCAN
Registration Number:	4502403	NCR STICKY MEDIA
Registration Number:	4502371	NCR SILVER
Registration Number:	4034020	SPRINT FOR CANCER
Registration Number:	4879270	D DIGITAL INSIGHT
Registration Number:	3573166	FINANCEWORKS
Registration Number:	2611866	DIGITAL INSIGHT
Registration Number:	2637940	
Registration Number:	2856129	DIGITAL INSIGHT

Property Type	Number	Word Mark
Serial Number:	86418244	NCR SECURE
Serial Number:	86681962	NCR SILVER CONCIERGE
Serial Number:	86554606	NCR IMPRESSIONS SOLUTIONS
Serial Number:	86358525	FRACTALS
Serial Number:	86358583	ALARIC
Serial Number:	86554736	IMPRESSIONS SOLUTIONS
Serial Number:	86533036	NCR IMPRESSIONS SOLUTIONS
Serial Number:	86533057	IMPRESSIONS SOLUTIONS
Serial Number:	86510933	NCR DATAGUARD
Serial Number:	86590417	NCR SILVER REGISTER
Serial Number:	86590579	KALPANA
Serial Number:	86806498	WE MAKE THE EVERYDAY EASIER
Registration Number:	2293886	RADIANT SYSTEMS
Registration Number:	3744582	IT'S YOUR MONEY. KEEP IT THAT WAY.

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: CRS1-41023

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 04/18/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT
dated as of March 31, 2016 (this "Agreement"), among
NCR CORPORATION, a Maryland corporation (the
"Company"), each subsidiary of the Company party hereto
and JPMorgan Chase Bank, N.A. ("JPMCB"), as
Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013, as further amended and restated as of March 31, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Foreign Borrowers from time to time party thereto, the lenders from time to time party thereto and JPMCB, as Administrative Agent and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of August 11, 2011, as amended and restated as of January 6, 2014, as further amended and restated as of March 31, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Foreign Borrowers party thereto, the subsidiaries of the Company from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiaries of the Company party hereto (other than the Company) are Affiliates of the Company, have derived and will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby (1) reaffirms the security interest granted pursuant to Section 4.01 of the Existing Guarantee and Collateral Agreement and (2) grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill. Notwithstanding anything herein to the contrary, if any Grantor and the Administrative Agent shall agree that any asset included in the "Trademark Collateral" is an Excluded Asset, the security interest granted under this Section 2 shall thereafter not attach to, and the term "Trademark Collateral" shall not include, such Excluded Asset; provided that the security interest shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

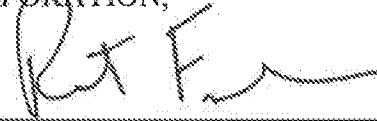
a) SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NCR CORPORATION,

by

A handwritten signature in black ink, appearing to read "R. Fishman", written over a horizontal line.

Name: Robert Fishman

Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005773 FRAME: 0114

DIGITAL INSIGHT CORPORATION,

by



Name: John Boudreau

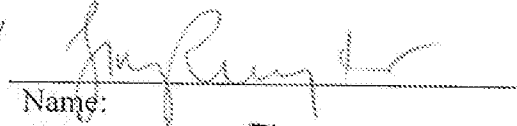
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005773 FRAME: 0115

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

A handwritten signature in black ink, appearing to read "Tina Ruyter", is written over a horizontal dotted line.

Name:

Title:

Tina Ruyter
Executive Director

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registrations

Registered Owner	Trademark	Registration Number	Registration Date
NCR Corporation	NCR	148174	11/08/1921
NCR Corporation	NCR	366404	04/11/1939
NCR Corporation	NCR	368485	06/20/1939
NCR Corporation	NCR PAPER	614432	10/18/1955
NCR Corporation	NCR	1478461	03/01/1988
NCR Corporation	GLOBALPM	1951383	01/23/1996
NCR Corporation	GLOBALPM	1956218	02/13/1996
NCR Corporation	DYNAKEY	2014022	11/05/1996
NCR Corporation	GLOBALPM	2015010	11/12/1996
NCR Corporation	NETKEY	2045760 ¹	03/18/1997
NCR Corporation	IMAGEMARK	2243282	05/04/1999
NCR Corporation	NETKEY	2249686 ²	06/01/1999
NCR Corporation	NCR & Design	2368954	07/18/2000
NCR Corporation	NCR & Design	2391796	10/03/2000
NCR Corporation	NCR & Design	2398182	10/24/2000
NCR Corporation	APTRA	2724525	06/10/2003
NCR Corporation	OPTICASH & Design	3008165	10/25/2005
NCR Corporation	OPTIVAULT	3498952	09/09/2008
NCR Corporation	NCR FASTLANE & Design	3525626	10/28/2008
NCR Corporation	2 ST (Stylized)	3659466*	07/21/2009
NCR Corporation	2ST TECHNOLOGY	3674573*	08/25/2009
NCR Corporation	2 ST (Stylized)	3700427*	10/20/2009
NCR Corporation	2ST TECHNOLOGY (Stylized)	3723851*	12/08/2009
NCR Corporation	GOPIX	3726770	12/15/2009
NCR Corporation	TRANSOFT & Design	3807548	06/22/2010
NCR Corporation	NCR TOUCHPORT	3869764	11/02/2010
NCR Corporation	NCR SELFSEV	3914658	02/01/2011
NCR Corporation	EXPERIENCE A NEW WORLD OF INTERACTION	3926087	03/01/2011
NCR Corporation	EXPERIENCE A NEW WORLD OF INTERACTION	3926088	03/01/2011
NCR Corporation	EXPERIENCE A NEW WORLD OF INTERACTION	4056658	11/15/2011
NCR Corporation	NCR @ YOUR SERVICE	4096173	02/07/2012
NCR Corporation	NCR ENTERPRISE PREFERENCE MANAGER	4185678	08/07/2012
NCR Corporation	COMPU-TOUCH	1648043	06/18/1991
NCR Corporation	ORDERPOINT!	1957983	02/20/1996
NCR Corporation	CORE-TECH	2200849	11/03/1998

¹ The Company shall use its commercially reasonable efforts to file a release with respect to the security interest held by MMV Financial Inc. dated 1/19/2007 and recorded at Reel/Frame 3528/0379 within a reasonable amount of time after the Effective Date.

² The Company shall use its commercially reasonable efforts to file a release with respect to the security interest held by MMV Financial Inc. dated 1/19/2007 and recorded at Reel/Frame 3528/0379 within a reasonable amount of time after the Effective Date.

Registered Owner	Trademark	Registration Number	Registration Date
NCR Corporation	RADIANT SYSTEMS & Design	2293886	11/23/2019
NCR Corporation	IT'S YOUR MONEY, KEEP IT THAT WAY	3744582	02/02/2010
NCR Corporation	ALOHA RESTAURANT GUIDE	3749174	02/16/2010
NCR Corporation	ALOHA PAYMENT GUARD	3763145	03/23/2010
NCR Corporation	ALOHA INSIGHT	3993077	07/12/2011
NCR Corporation	INFOAMERICA	2083095	07/29/1997
NCR Corporation	NCR SERVICE & Design	0750700	06/04/1963
NCR Corporation	ALOHA (Stylized)	2144355	03/17/1998
Radiant Systems, Inc. ³	HEAT AT LIGHT SPEED	2319009	02/15/2000
NCR Corporation	MENULINK	2279136	09/21/1999
NCR Corporation	ALOHA	4547734	06/10/2014
NCR Corporation	PACESETTER	4635683	11/11/2014
NCR Corporation	NCR	4458847	12/31/2013
NCR Corporation	EVERYDAY MADE EASIER	4756477	06/16/2015
NCR Corporation	NCR REALSCAN	4458638	12/31/2013
NCR Corporation	NCR STICKY MEDIA	4502403	03/25/2014
NCR Corporation	NCR SILVER	4502371	03/25/2014
NCR Corporation	SPRINT FOR CANCER	4034020	10/04/2011
Digital Insight Corporation	DIGITAL INSIGHT & Design	4879270	01-05-2016
Digital Insight Corporation	FINANCEWORKS	3573166 ⁴	02-10-2009
Digital Insight Corporation	DIGITAL INSIGHT	2611866 ⁵	08-27-2002
Digital Insight Corporation	Circle Design	2637940 ⁶	10-22-2002
Digital Insight Corporation	DIGITAL INSIGHT	2856129 ⁷	06-22-2004
Digital Insight Corporation	DIGITAL INSIGHT & Design	4879270	01-05-2016

³ All items listed as record-owned by Radiant Systems Inc. on this Schedule 7(B) are beneficially owned by NCR Corporation.

⁴ The Company shall use its commercially reasonable efforts to file a release with respect to the security interests held by Jefferies Finance, LLC dated 8/1/2013 and recorded at Reel Frame 5084/0641 and 5084/0662, respectively, within a reasonable amount of time after the Effective Date.

⁵ See FN 11 above.

⁶ See FN 11 above.

⁷ See FN 11 above.

U.S. Trademark Applications

Registered Owner	Trademark	Application Number	Application Date
NCR Corporation	NCR SECURE	86418244	10/08/2014
NCR Corporation	NCR SILVER CONCIERGE	86681962	07/02/2015
NCR Corporation	NCR IMPRESSIONS SOLUTIONS	86554606	03/05/2015
NCR Corporation	FRACTALS	86358525	08/06/2014
NCR Corporation	ALARIC	86358859	08/06/2014
NCR Corporation	IMPRESSIONS SOLUTIONS	86554736*	03/05/2015
NCR Corporation	NCR IMPRESSIONS SOLUTIONS	86533036	02/12/2015
NCR Corporation	IMPRESSIONS SOLUTIONS	86533057*	02/12/2015
NCR Corporation	NCR DATAGUARD	86510933	01/22/2015
NCR Corporation	NCR SILVER REGISTER	86590417	04/08/2015
NCR Corporation	KALPANA	86590579	04/08/2015
NCR Corporation	WE MAKE THE EVERYDAY EASIER	86806498	11/02/2015

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