

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diebold, Incorporated		08/12/2016	Corporation: OHIO
Diebold Self Service Systems		08/12/2016	General Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Registration Number:	216950	5700	
Registration Number:	352592	MOSLER	
Registration Number:	560794	AFTER HOUR	
Registration Number:	595921	CENTURY	
Registration Number:	889360	DIEBOLD VISUAL AUTO TELLER	
Registration Number:	950326	WEDGE-LOCK	
Registration Number:	954842	MOSLER	
Registration Number:	991938	SECUROMATIC	
Registration Number:	1065659	GUARDIAN	
Registration Number:	1065773	CARD GLOVE	
Registration Number:	1122703	EASY-AIRE	
Registration Number:	1422566	CENTURY 22	
Registration Number:	1674865	INTERBOLD	
Registration Number:	1681756	TITAN	
Registration Number:	1701403	DIEBOLD	
Registration Number:	1706402	TELLER ASSIST	
Registration Number:	2054868	IQ	
Registration Number:	2079633	IXSERIES	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2126914	1/LINK
Registration Number:	2185095	CASHSOURCE PLUS
Registration Number:	2185096	CASHSOURCE+
Registration Number:	2218686	DIEBOLD
Registration Number:	2302626	XAPCHECK
Registration Number:	2302627	XAPWARE
Registration Number:	2307821	XAPEVENT
Registration Number:	2362299	XAPCOUPON
Registration Number:	2393962	RTS
Registration Number:	2421758	DI
Registration Number:	2435876	D CASH
Registration Number:	2451868	XAPLOGO PLUS
Registration Number:	2451872	DI CASH
Registration Number:	2579740	INVOLVE
Registration Number:	2657256	DECALWEB
Registration Number:	2681416	INVOLVE
Registration Number:	2684749	DIEBOLD ADVISOR
Registration Number:	2697931	DIEBOLD PREMIER SERVICES
Registration Number:	2770359	AGILIS
Registration Number:	2802243	DIEBOLD
Registration Number:	2841649	DIEBOLD OPTEVA
Registration Number:	2879370	OPTEVA
Registration Number:	2890418	LUMERA
Registration Number:	2973321	IMAGEWAY
Registration Number:	3175959	AGILIS 91X
Registration Number:	3175960	AGILIS NDX
Registration Number:	3175961	AGILIS 3X
Registration Number:	3227564	DIEBOLD INTEGRATED SERVICES
Registration Number:	3295594	OPTEVIEW
Registration Number:	3342030	AGILIS EMPOWER
Registration Number:	3568433	OPTIGARD
Registration Number:	3677593	
Registration Number:	3773252	VALITECH
Registration Number:	3875502	DIEBOLD
Registration Number:	3955623	CENTURY
Registration Number:	4143936	DIEBOLD ENDPOINT MANAGEMENT
Registration Number:	4180707	OPTEVA EXPECT MORE
Registration Number:	4180708	OPTEVA BEZELSENTRY

Property Type	Number	Word Mark
Registration Number:	4194288	DIEBOLD
Registration Number:	4206971	DIEBOLD WEATHERALERT
Registration Number:	4214592	OPTEVIEW RESOLVE
Registration Number:	4215129	OPTEVA FLEX PERFORMANCE
Registration Number:	4252893	AGILIS
Registration Number:	4256499	AGILIS EMPOWER
Registration Number:	4429492	THE POWER OF A SINGLE POINT OF CONTACT
Registration Number:	4444449	MOBITRANSACT CARD COMMAND
Registration Number:	4461456	DIEBOLD
Registration Number:	4495354	OPTEVIEW INITIAL RESPONSE
Registration Number:	4623616	CAMPAIGN OFFICE
Registration Number:	4875649	WE'VE GOT A SOLVE FOR THAT.
Registration Number:	3058251	POINTRAC
Registration Number:	3850987	MOBITRANSACT
Registration Number:	3090533	PAYSTATION
Registration Number:	1085293	AMERICAN
Registration Number:	54710	HERRING-HALL-MARVIN
Registration Number:	1954577	I SERIES
Registration Number:	1988829	PRESIDER
Registration Number:	1652144	CASHGARD
Serial Number:	86356253	ACTIVEDGE
Serial Number:	86439283	ENCOUNTER
Serial Number:	86686327	MONEYLYTICS

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: ksolomon@stblaw.com

Correspondent Name: Linda M. Nyberg, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER: 509265/1946

NAME OF SUBMITTER: Linda M. Nyberg

SIGNATURE: /ln/

DATE SIGNED: 08/17/2016

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 12, 2016 by DIEBOLD, INCORPORATED, an Ohio corporation, and DIEBOLD SELF SERVICE SYSTEMS, a New York general partnership (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks (and Proceeds thereof) under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. a "pdf" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

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

Very truly yours,

DIEBOLD, INCORPORATED
DIEBOLD SELF SERVICE SYSTEMS

By: David S. Kuhl
Name: David S. Kuhl
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005858 FRAME: 0241

Accepted and Agreed:

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

By: 
Name: Lisa Whatley
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005858 FRAME: 0242

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration Number	Trademark
Diebold, Incorporated	216,950	5700
Diebold, Incorporated	352,592	MOSLER (Stylized)
Diebold, Incorporated	560,794	AFTER HOUR (Stylized)
Diebold, Incorporated	595,921	CENTURY (Stylized)
Diebold, Incorporated	889,360	DIEBOLD VISUAL AUTO TELLER
Diebold, Incorporated	950,326	WEDGE-LOCK
Diebold, Incorporated	954,842	MOSLER
Diebold, Incorporated	991,938	SECUROMATIC
Diebold, Incorporated	1,065,659	GUARDIAN
Diebold, Incorporated	1,065,773	CARD GLOVE
Diebold, Incorporated	1,122,703	EASY-AIRE
Diebold, Incorporated	1,422,566	CENTURY 22
Diebold Self-service Systems	1,674,865	INTERBOLD
Diebold, Incorporated	1,681,756	TITAN
Diebold, Incorporated	1,701,403	DIEBOLD
Diebold, Incorporated	1,706,402	TELLER ASSIST
Diebold, Incorporated	2,054,868	IQ
Diebold Self-Service Systems	2,079,633	IXSERIES
Diebold Self-Service Systems	2,126,914	I/LINK
Diebold Self-Service Systems	2,185,095	CASHSOURCE PLUS
Diebold Self-Service Systems	2,185,096	CASHSOURCE+
Diebold, Incorporated	2,218,686	DIEBOLD
Diebold, Incorporated	2,302,626	XAPCHECK
Diebold, Incorporated	2,302,627	XAPWARE
Diebold, Incorporated	2,307,821	XAPEVENT
Diebold, Incorporated	2,362,299	XAPCOUPON
Diebold, Incorporated	2,393,962	RTS

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Diebold, Incorporated	2,421,758	DI & Design
Diebold, Incorporated	2,435,876	D CASH
Diebold, Incorporated	2,451,868	XAPLOGO PLUS
Diebold, Incorporated	2,451,872	DI CASH
Diebold, Incorporated	2,579,740	INVOLVE
Diebold, Incorporated	2,657,256	DECALWEB
Diebold, Incorporated	2,681,416	INVOLVE
Diebold, Incorporated	2,684,749	DIEBOLD ADVISOR
Diebold, Incorporated	2,697,931	DIEBOLD PREMIER SERVICES
Diebold, Incorporated	2,770,359	AGILIS
Diebold, Incorporated	2,802,243	DIEBOLD
Diebold, Incorporated	2,841,649	DIEBOLD OPTEVA
Diebold, Incorporated	2,879,370	OPTEVA
Diebold, Incorporated	2,890,418	LUMERA
Diebold, Incorporated	2,973,321	IMAGEWAY
Diebold, Incorporated	3,175,959	AGILIS 91X
Diebold, Incorporated	3,175,960	AGILIS NDX
Diebold, Incorporated	3,175,961	AGILIS 3X
Diebold, Incorporated	3,227,564	DIEBOLD INTEGRATED SERVICES
Diebold, Incorporated	3,295,594	OPTEVIEW
Diebold, Incorporated	3,342,030	AGILIS EMPOWER
Diebold, Incorporated	3,568,433	OPTIGARD
Diebold, Incorporated	3,677,593	Design-Pneumatic Tubes
Diebold, Incorporated	3,773,252	VALITECH
Diebold, Incorporated	3,875,502	DIEBOLD
Diebold, Incorporated	3,955,623	CENTURY
Diebold, Incorporated	4,143,936	DIEBOLD ENDPOINT MANAGEMENT
Diebold, Incorporated	4,180,707	OPTEVA EXPECT MORE
Diebold, Incorporated	4,180,708	OPTEVA BEZELSENTRY
Diebold, Incorporated	4,194,288	DIEBOLD & Design
Diebold, Incorporated	4,206,971	DIEBOLD WEATHERALERT
Diebold, Incorporated	4,214,592	OPTEVIEW RESOLVE
Diebold, Incorporated	4,215,129	OPTEVA FLEX PERFORMANCE
Diebold, Incorporated	4,252,893	AGILIS
Diebold, Incorporated	4,256,499	AGILIS EMPOWER
Diebold, Incorporated	4,429,492	THE POWER OF A SINGLE POINT OF CONTACT
Diebold, Incorporated	4,444,449	MOBITRANSACT CARD COMMAND
Diebold, Incorporated	4,461,456	DIEBOLD
Diebold, Incorporated	4,495,354	OPTEVIEW INITIAL RESPONSE

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Diebold, Incorporated	4,623,616	CAMPAIGN OFFICE
Diebold, Incorporated	4,875,649	WE'VE GOT A SOLVE FOR THAT.
Diebold, Incorporated	3,058,251	POINTRAC
Diebold, Incorporated	3,850,987	MOBITRANSACT
Diebold, Incorporated	3,090,533	PAYSTATION
Diebold, Incorporated	2,362,299	XAPCOUPON
Diebold, Incorporated	1,085,293	AMERICAN
Diebold, Incorporated	54,710	HERRING-HALL-MARVIN
Diebold, Incorporated	1,954,577	I SERIES
Diebold, Incorporated	1,988,829	PRESIDER
Diebold, Incorporated	1,652,144	CASHGARD

Trademark Applications:

Owner	Serial Number	Title
Diebold, Incorporated	86356253	ACTIVEDGE
Diebold, Incorporated	86439283	ENCOUNTER
Diebold, Incorporated	86686327	MONEYLYTICS

NAF-1501814486v3