

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nodus Technologies, Inc.		08/08/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Administrative Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87442310	CREDIT CARD ADVANTAGE	
<b>Serial Number:</b>	86139426	CRM CHARGE	
<b>Serial Number:</b>	77436114		
<b>Serial Number:</b>	77790423	ESOP	
<b>Serial Number:</b>	77436068	NODUS	
<b>Serial Number:</b>	76531728	NODUS	
<b>Serial Number:</b>	85814099	PAYFABRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312.876.7700		
<b>Email:</b>	thomas.buettner@lw.com		
<b>Correspondent Name:</b>	Thomas J. Buettner		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner		
<b>SIGNATURE:</b>	/tjb/		
<b>DATE SIGNED:</b>	08/09/2018		

OP \$190.00 87442310

**Total Attachments: 5**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of August 8, 2018 (this “Trademark Security Agreement”), is made by NODUS TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”), in favor of CITIBANK, N.A., as successor administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, EVO PAYMENTS INTERNATIONAL, LLC, a Delaware limited liability company (the “Borrower”), the Grantor, the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a First Lien Credit Agreement, dated as of December 22, 2016 (as amended and restated by that certain Amended and Restated Credit Agreement, dated as of June 14, 2018, and as may be further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor has entered into the First Lien Security Agreement, dated as of December 22, 2016 (as amended and restated in part pursuant to the Restatement Agreement to First Lien Credit Agreement dated as of June 14, 2018, and as has been or may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants 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 the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, the U.S. trademark registrations and applications referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder will

automatically be deemed to have been released; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

**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 Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

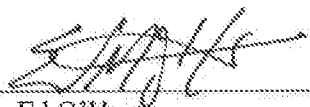
**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 6. Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

NODUS TECHNOLOGIES, INC.

By: \_\_\_\_\_

  
Name: Ed O'Hare

Title: Authorized Signatory

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: Caesar W. Wyszomirski


Name: Caesar Wyszomirski

Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

TRADEMARKS

<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Grantor</b>
CREDIT CARD ADVANTAGE	87442310 5/9/2017	5340717 11/21/2017	Registered	Nodus Technologies, Inc.
CRM CHARGE	86139426 12/10/2013	4573902 7/22/2014	Registered	Nodus Technologies, Inc.
Design Only 	77436114 3/31/2008	3637559 6/16/2009	Registered	Nodus Technologies, Inc.
ESOP	77790423 7/27/2009	3754662 3/2/2010	Registered	Nodus Technologies, Inc.
NODUS	77436068 3/31/2008	3637558 6/16/2009	Registered	Nodus Technologies, Inc.
NODUS	76531728 7/23/2003	2876650 8/24/2004	Registered	Nodus Technologies, Inc.
PAYFABRIC	85814099 1/2/2013	4565040 7/8/2014	Registered	Nodus Technologies, Inc.