

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPEEDPAY, INC.		05/09/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. TRYON ST.		
Internal Address:	C/O MAC LEGAL (NC1-001-05-45)		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1898632	SPEEDPAY	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	05/10/2019		
Total Attachments: 5			
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OP \$40.00 1898632

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Supplemental Trademark Security Agreement, dated as of May 9, 2019 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”), between SPEEDPAY, INC., a New York Corporation (the “Grantor”) and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to an Amended and Restated Collateral Agreement dated as of February 24, 2017 (as amended by that certain First Amendment to Collateral Agreement, dated as of October 9, 2018, and that certain Amendment Agreement dated as of April 5, 2019, the “Collateral Agreement”) between ACI Worldwide, Inc., ACI Worldwide Corp., Official Payments Corporation, the Grantor, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantor hereby agrees with the Administrative Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, any other indicia of origin, trademark registrations and trademark applications anywhere in the world, including, without limitation, those listed on Schedule I hereto, and with respect to any and all of the foregoing, all common law rights, goodwill, and renewals thereof (collectively, “Trademarks”);

(b) any and all agreements for the granting of any right in or to Trademarks (whether or not the Grantor is licensee or licensor thereunder); and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of the Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

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 for the Lenders pursuant to the Collateral Agreement and the Grantor

hereby acknowledges and affirms 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

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 shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Trademark Security Agreement to be duly executed and delivered as of the date first above written.

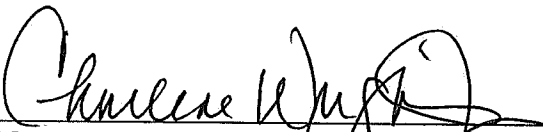
SPEEDPAY, INC.

By: 
Name: Craig A. Maki
Title: Vice President and Treasurer

[Signature Page to the Supplemental Trademark Security Agreement]

Accepted and agreed to by:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: **Charlene Wright-Jones**
Title: **Vice President**

[Signature Page to the Supplemental Trademark Security Agreement]

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No</u>
Speedpay, Inc.	SPEEDPAY	6/13/1995	Active	1,898,632