

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Promontory Interfinancial Network, LLC		11/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4463047	A SWEEP YOU CAN BANK ON	
<b>Registration Number:</b>	4455404	A SWEEP YOU CAN TRUST	
<b>Registration Number:</b>	5745774	AF	
<b>Registration Number:</b>	4344236	ASSET SOURCE	
<b>Registration Number:</b>	4335676	ASSETPOINT	
<b>Registration Number:</b>	4544367	ASSETPOINT COMMUNITY	
<b>Registration Number:</b>	5715773	ASSETPOINT FINANCIAL	
<b>Registration Number:</b>	4335655	BANK ASSETPOINT	
<b>Registration Number:</b>	4392910	BANK ASSETPOINT	
<b>Registration Number:</b>	4401558	BANK SAFE. BANK SMART.	
<b>Registration Number:</b>	2783334	CDARS	
<b>Registration Number:</b>	4252357	CDARS	
<b>Registration Number:</b>	3638858	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY	
<b>Registration Number:</b>	2772762	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY	
<b>Registration Number:</b>	4397784	HELPING YOU COMPETE	
<b>Registration Number:</b>	4249023	ICS	
<b>Registration Number:</b>	4053744	ICS INSURED CASH SWEEP	
<b>Registration Number:</b>	3314470	IND	
<b>Registration Number:</b>	4295820	IND	
<b>TRADEMARK</b>			

OP \$840.00 4463047

Property Type	Number	Word Mark
Registration Number:	4156049	INSURED CASH SWEEP
Registration Number:	5431086	INSURED CASH SWEEP
Registration Number:	4170160	INSURED NETWORK DEPOSITS
Registration Number:	5859269	INSURED OVERNIGHT FUNDING
Registration Number:	4403867	IT PAYS TO BE SAFE
Registration Number:	3365765	1 ONE BANK ONE RATE ONE STATEMENT
Registration Number:	4278352	ONE BANK, ONE RATE, ONE STATEMENT
Registration Number:	4252358	ONE RELATIONSHIP ONE RATE ONE STATEMENT
Registration Number:	4291874	ONE-WAY BUY
Registration Number:	4379011	ONE-WAY SELL
Registration Number:	5482212	PEER INTELLIGENCE
Registration Number:	5765940	THE PROFESSIONAL COMMUNITY FOR BANK EXEC
Registration Number:	4429194	YANKEE SWEEP
Registration Number:	4756218	YANKEE SWEEP

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	11/12/2019

**Total Attachments: 8**

- source=b09. Nexus - Second Lien Trademark Security Agreement#page1.tif
- source=b09. Nexus - Second Lien Trademark Security Agreement#page2.tif
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- source=b09. Nexus - Second Lien Trademark Security Agreement#page6.tif
- source=b09. Nexus - Second Lien Trademark Security Agreement#page7.tif
- source=b09. Nexus - Second Lien Trademark Security Agreement#page8.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Promontory Interfinancial Network, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 8, 2019

- Assignment
- Security Agreement
- Other Trademark Security Agreement (Second Lien)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Morgan Stanley Senior Funding, Inc., as Collateral agent

Street Address: 1300 Thames Street, 4th Floor

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

see attached Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 16270.1316 (2L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

33

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 8, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of November 8, 2019, by PROMONTORY INTERFINANCIAL NETWORK, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of November 8, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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. The Grantor hereby pledges and grants to the Collateral 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:

(a) all Trademark registrations and applications of such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

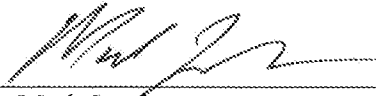
Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

[Signature pages follow.]

PROMONTORY INTERFINANCIAL  
NETWORK, LLC, as Grantor

By:



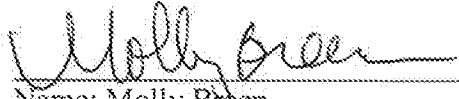
Name: Mark Jacobsen

Title: President and Chief Executive  
Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006793 FRAME: 0935**

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent

By:   
Name: Molly Green  
Title: Authorized Signatory

**Schedule I**  
**Trademark Registrations and Applications**

<b>Owner</b>	<b>Mark</b>	<b>App. No. or Reg. No.</b>
Promontory Interfinancial Network, LLC	A SWEEP YOU CAN BANK ON	4463047
Promontory Interfinancial Network, LLC	A SWEEP YOU CAN TRUST	4455404
Promontory Interfinancial Network, LLC	AF Stylized Letters	5745774
Promontory Interfinancial Network, LLC	ASSET SOURCE <sup>1</sup>	4344236
Promontory Interfinancial Network, LLC	ASSETPOINT	4335676
Promontory Interfinancial Network, LLC	ASSETPOINT COMMUNITY	4544367
Promontory Interfinancial Network, LLC	ASSETPOINT FINANCIAL	5715773
Promontory Interfinancial Network, LLC	BANK ASSETPOINT	4335655
Promontory Interfinancial Network, LLC	BANK ASSETPOINT & Design	4392910
Promontory Interfinancial Network, LLC	BANK SAFE. BANK SMART.	4401558
Promontory Interfinancial Network, LLC	CDARS	2783334
Promontory Interfinancial Network, LLC	CDARS	4252357
Promontory Interfinancial Network, LLC	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE	3638858

<sup>1</sup> This mark has been abandoned and will lapse in November of 2019.



Promontory Interfinancial Network, LLC	CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE	2772762
Promontory Interfinancial Network, LLC	HELPING YOU COMPETE	4397784
Promontory Interfinancial Network, LLC	ICS	4249023
Promontory Interfinancial Network, LLC	ICS INSURED CASH SWEEP & Design	4053744
Promontory Interfinancial Network, LLC	IND	3314470
Promontory Interfinancial Network, LLC	IND & Design	4295820
Promontory Interfinancial Network, LLC	INSURED CASH SWEEP	4156049
Promontory Interfinancial Network, LLC	INSURED CASH SWEEP	5431086
Promontory Interfinancial Network, LLC	INSURED NETWORK DEPOSITS	4170160
Promontory Interfinancial Network, LLC	INSURED OVERNIGHT FUNDING	5859269
Promontory Interfinancial Network, LLC	IT PAYS TO BE SAFE	4403867
Promontory Interfinancial Network, LLC	ONE BANK ONE RATE ONE STATEMENT & Design	3365765
Promontory Interfinancial Network, LLC	ONE BANK, ONE RATE, ONE STATEMENT	4278352
Promontory Interfinancial Network, LLC	ONE RELATIONSHIP ONE RATE ONE STATEMENT	4252358
Promontory Interfinancial Network, LLC	ONE-WAY BUY	4291874

Promontory Interfinancial Network, LLC	ONE-WAY SELL	4379011
Promontory Interfinancial Network, LLC	PEER INTELLIGENCE	5482212
Promontory Interfinancial Network, LLC	THE PROFESSIONAL COMMUNITY FOR BANK EXECUTIVES (for Supplemental Register)	5765940
Promontory Interfinancial Network, LLC	YANKEE SWEEP	4429194
Promontory Interfinancial Network, LLC	YANKEE SWEEP & Design	4756218