

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Revolver)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardtronics, Inc.		06/29/2020	Corporation: DELAWARE
Cardtronics USA, Inc.		06/29/2020	Corporation: DELAWARE
ATM National, LLC		06/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	560 Mission Street
Internal Address:	Suite 1900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4314982	FEEALERT
Registration Number:	5583600	ONATM
Registration Number:	4705348	ALLTM
Registration Number:	4705347	ALLTM
Registration Number:	4934820	ALLTM NETWORK
Registration Number:	4853639	ALLTM NETWORK
Registration Number:	4744014	ATMPASS
Registration Number:	3182293	CARDTRONICS
Registration Number:	3190566	CARDTRONICS
Registration Number:	2598789	VCOM
Registration Number:	2319919	ACCESS CASH
Registration Number:	5925029	
Registration Number:	5725498	ALLPOINT+
Registration Number:	5725494	ALLPOINT+
Registration Number:	4247624	LOCATORSEARCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4637517	LOCATORSEARCH
Registration Number:	2940550	ALLPOINT

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: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 06/30/2020

Total Attachments: 7

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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):

- 1. Cardtronics, Inc.
Corporation - Delaware, USA
- 2. Cardtronics USA, Inc.
Corporation - Delaware, USA
- 3. ATM National, LLC
Limited Liability Company - Delaware, USA

Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 29, 2020

- Assignment Merger
- Security Agreement Change of Name
- Other Security Agreement (Revolver)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 560 Mission Street, Suite 1900

City: San Francisco

State: CA

Country: US Zip: 94105

- 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 - Senior Paralegal (Intellectual Property)

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: 57320.1776

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

17

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:

Doris Ka

Signature

June 29, 2020

Date

Doris Ka

Name of Person Signing

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

7

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

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE PARI PASSU INTERCREDITOR AGREEMENT DATED AS OF JUNE 29, 2020 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG THE GRANTORS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS TERM LOAN FACILITY COLLATERAL AGENT, JPMORGAN CHASE BANK, N.A., AS CREDIT AGREEMENT COLLATERAL AGENT, AND EACH ADDITIONAL AGENT FROM TIME TO TIME PARTY THERETO.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 29, 2020, by and among Cardtronics, Inc., a Delaware corporation, Cardtronics USA, Inc., a Delaware corporation and ATM National, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors") and JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Second Amended and Restated Credit Agreement, dated as of November 19, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Credit Agreement"), among Cardtronics plc, an English public limited company, (the "Parent"), the other Obligors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (the "Administrative Agent").

WHEREAS, each Grantor is party to that certain Amended and Restated Security and Pledge Agreement, dated as of June 29, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Administrative Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by each Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement, and to induce the Secured Parties to make their respective loans and/or other extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Terms used but not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any trademark application filed in the United States Patent and Trademark Office ("USPTO") on the

basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the USPTO, pursuant to Section 2.01 of the Security Agreement.

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 Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral 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 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

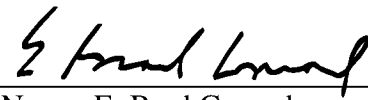
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CARDTRONICS, INC.

By: 
Name: E. Brad Conrad
Title: President

CARDTRONICS USA, INC.

By: 
Name: E. Brad Conrad
Title: Treasurer

ATM NATIONAL, LLC

By: 
Name: E. Brad Conrad
Title: Treasurer

ACCEPTED AND AGREED:

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

By:

A rectangular area with a halftone dot pattern containing a handwritten signature in dark ink. The signature appears to be 'MP' or similar initials.



Name: Min Park

Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Cardtronics, Inc.	FEEALERT	85374311	07/18/2011	4314982	04/02/2013
2.	Cardtronics USA, Inc.	OnATM	87570300	08/15/2017	5583600	10/16/2018
3.	Cardtronics USA, Inc.	ALLTM	86282712	05/15/2014	4705348	03/17/2015
4.	Cardtronics USA, Inc.	ALLTM	86282707	05/15/2014	4705347	03/17/2015
5.	Cardtronics USA, Inc.	ALLTM NETWORK & Design 	86282703	05/15/2014	4934820	04/12/2016
6.	Cardtronics USA, Inc.	ALLTM NETWORK & Design 	86282698	05/15/2014	4853639	11/17/2015
7.	Cardtronics USA, Inc.	ATMPASS	85747896	10/08/2012	4744014	05/26/2015
8.	Cardtronics USA, Inc. <= Cardtronics, L.P.	CARDTRONICS	76640597	06/10/2005	3182293	12/12/2006
9.	Cardtronics USA, Inc. <= Cardtronics, L.P.	CARDTRONICS & Design 	76640595	06/10/2005	3190566	01/02/2007
10.	Cardtronics USA, Inc.	VCOM	75982322	08/12/1999	2598789	07/23/2002
11.	Cardtronics USA, Inc.	ACCESS CASH	75403520	12/05/1997	2319919	02/15/2000
12.	ATM National, LLC dba Allpoint	Design 	88383472	04/12/2019	5925029	12/03/2019

13.	ATM National, LLC dba Allpoint	Allpoint+ & Design 	88034773	07/12/2018	5725498	04/16/2019
14.	ATM National, LLC dba Allpoint	ALLPOINT+	88034720	07/12/2018	5725494	04/16/2019
15.	ATM National, LLC dba Allpoint	LOCATORSEARCH	85470904	11/11/2011	4247624	11/20/2012
16.	ATM National, LLC dba Allpoint	LocatorSearch & Design 	85470900	11/11/2011	4637517	11/11/2014
17.	ATM National, LLC	ALLPOINT	76483992	01/22/2003	2940550	04/12/2005