

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diebold Nixdorf, Incorporated (f/k/a Diebold, Incorporated)		07/20/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank Trustees Limited, as Collateral Agent		
Street Address:	125 Old Broad Street		
Internal Address:	Fifth Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	0560794	AFTER HOUR	
Registration Number:	0595921	CENTURY	
Registration Number:	0889360	DIEBOLD VISUAL AUTO TELLER	
Registration Number:	0950326	WEDGE-LOCK	
Registration Number:	0954842	MOSLER	
Registration Number:	0991938	SECUROMATIC	
Registration Number:	1065773	CARD GLOVE	
Registration Number:	1122703	EASY-AIRE	
Registration Number:	1652144	CASHGARD	
Registration Number:	1674865	INTERBOLD	
Registration Number:	1681756	TITAN	
Registration Number:	1701403	DIEBOLD	
Registration Number:	1706402	TELLER ASSIST	
Registration Number:	2362299	XAPCOUPON	
Registration Number:	2393962	RTS	
Registration Number:	2421758	DI	
Registration Number:	2435876	D CASH	
Registration Number:	2451868	XAPLOGO PLUS	
TRADEMARK			

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Property Type	Number	Word Mark
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:	2795058	MAYFAIR SOFTWARE
Registration Number:	2802243	DIEBOLD
Registration Number:	2841649	DIEBOLD OPTEVA
Registration Number:	2879370	OPTEVA
Registration Number:	2890418	LUMERA
Registration Number:	2973321	IMAGEWAY
Registration Number:	3295594	OPTEVIEW
Registration Number:	3342030	AGILIS EMPOWER
Registration Number:	3773252	VALITECH
Registration Number:	3875502	DIEBOLD
Registration Number:	4194288	DIEBOLD
Registration Number:	4214592	OPTEVIEW RESOLVE
Registration Number:	4252893	AGILIS
Registration Number:	4495354	OPTEVIEW INITIAL RESPONSE
Registration Number:	4623616	CAMPAIGN OFFICE
Registration Number:	4875649	WE'VE GOT A SOLVE FOR THAT.
Registration Number:	5481892	CONNECTED COMMERCE
Registration Number:	5032417	ACTIVEDGE
Registration Number:	5552564	DN
Registration Number:	5551345	DIEBOLD NIXDORF
Registration Number:	5492816	DIEBOLD NIXDORF
Registration Number:	6096797	STOREVOLUTION
Registration Number:	5746996	DIEBOLD NIXDORF ALLCONNECT
Registration Number:	5746997	DIEBOLD NIXDORF ALLCONNECT SERVICES
Registration Number:	6053915	DN ALLCONNECT SERVICES
Registration Number:	6085958	DN
Registration Number:	4914564	XPRESSION
Registration Number:	2769869	VISTAATM
Serial Number:	87812087	ALLTRANSACT
Serial Number:	87653159	VYNAMIC
Serial Number:	87653188	DN VYNAMIC

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:** 6502515073**Email:** jmull@stblaw.com**Correspondent Name:** Corina McIntyre**Address Line 1:** 2475 Hanover Street**Address Line 4:** Palo Alto, CALIFORNIA 94304**ATTORNEY DOCKET NUMBER:** 509335/2897**NAME OF SUBMITTER:** J. Jason Mull**SIGNATURE:** /J. Jason Mull/**DATE SIGNED:** 07/31/2020**Total Attachments: 7**

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 20, 2020, by Diebold Nixdorf, Incorporated (f/k/a Diebold, Incorporated), an Ohio corporation (the “Pledgor”), in favor of U.S. BANK TRUSTEES LIMITED, in its capacity as Collateral Agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is 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 Collateral Agent pursuant to which the Pledgor 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 Indenture, the Pledgor 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 Pledgor 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 all the following Collateral of the Pledgor:

- (a) Trademarks of the 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 Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor 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.

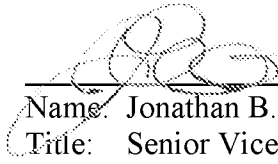
[signature page follows]

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 NIXDORF, INCORPORATED

By: _____

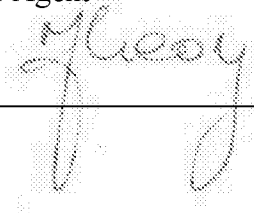


Name: Jonathan B. Leiken

Title: Senior Vice President, Chief Legal
Officer and Corporate Secretary

Accepted and Agreed:

U.S. BANK TRUSTEES LIMITED,
as Collateral Agent

By:  _____
Name: Michael Leong
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

Owner	Registration Number	Trademark
Diebold Nixdorf, Incorporated	560,794	AFTER HOUR (Stylized)
Diebold Nixdorf, Incorporated	595,921	CENTURY (Stylized)
Diebold Nixdorf, Incorporated	889,360	DIEBOLD VISUAL AUTO TELLER
Diebold Nixdorf, Incorporated	950,326	WEDGE-LOCK
Diebold Nixdorf, Incorporated	954,842	MOSLER
Diebold Nixdorf, Incorporated	991,938	SECUROMATIC
Diebold Nixdorf, Incorporated	1,065,773	CARD GLOVE
Diebold Nixdorf, Incorporated	1,122,703	EASY-AIRE
Diebold Nixdorf, Incorporated	1,652,144	CASHGARD
Diebold Nixdorf, Incorporated	1,674,865	INTERBOLD
Diebold Nixdorf, Incorporated	1,681,756	TITAN
Diebold Nixdorf, Incorporated	1,701,403	DIEBOLD
Diebold Nixdorf, Incorporated	1,706,402	TELLER ASSIST
Diebold Nixdorf, Incorporated	2,362,299	XAPCOUPON
Diebold Nixdorf, Incorporated	2,393,962	RTS
Diebold Nixdorf, Incorporated	2,421,758	DI & Design
Diebold Nixdorf, Incorporated	2,435,876	D CASH
Diebold Nixdorf, Incorporated	2,451,868	XAPLOGO PLUS
Diebold Nixdorf, Incorporated	2,451,872	DI CASH
Diebold Nixdorf, Incorporated	2,579,740	INVOLVE

Owner	Registration Number	Trademark
Diebold Nixdorf, Incorporated	2,657,256	DECALWEB
Diebold Nixdorf, Incorporated	2,681,416	INVOLVE
Diebold Nixdorf, Incorporated	2,684,749	DIEBOLD ADVISOR
Diebold Nixdorf, Incorporated	2,697,931	DIEBOLD PREMIER SERVICES
Diebold Nixdorf, Incorporated	2,770,359	AGILIS
Diebold Nixdorf, Incorporated	2,795,058	MAYFAIR SOFTWARE
Diebold Nixdorf, Incorporated	2,802,243	DIEBOLD
Diebold Nixdorf, Incorporated	2,841,649	DIEBOLD OPTEVA
Diebold Nixdorf, Incorporated	2,879,370	OPTEVA
Diebold Nixdorf, Incorporated	2,890,418	LUMERA
Diebold Nixdorf, Incorporated	2,973,321	IMAGEWAY
Diebold Nixdorf, Incorporated	3,295,594	OPTEVIEW
Diebold Nixdorf, Incorporated	3,342,030	AGILIS EMPOWER
Diebold Nixdorf, Incorporated	3,773,252	VALITECH
Diebold Nixdorf, Incorporated	3,875,502	DIEBOLD
Diebold Nixdorf, Incorporated	4,194,288	DIEBOLD & Design
Diebold Nixdorf, Incorporated	4,214,592	OPTEVIEW RESOLVE
Diebold Nixdorf, Incorporated	4,252,893	AGILIS
Diebold Nixdorf, Incorporated	4,495,354	OPTEVIEW INITIAL RESPONSE
Diebold Nixdorf, Incorporated	4,623,616	CAMPAIGN OFFICE
Diebold Nixdorf, Incorporated	4,875,649	WE'VE GOT A SOLVE FOR THAT.
Diebold Nixdorf, Incorporated	5,481,892	CONNECTED COMMERCE
Diebold Nixdorf, Incorporated	5,032,417	ACTIVEDGE
Diebold Nixdorf, Incorporated	5,552,564	DN & Design

Owner	Registration Number	Trademark
Diebold Nixdorf, Incorporated	5,551,345	DIEBOLD NIXDORF
Diebold Nixdorf, Incorporated	5,492,816	DIEBOLD NIXDORF & Design
Diebold Nixdorf, Incorporated	6,096,797	STOREVOLUTION
Diebold Nixdorf, Incorporated	5,746,996	DIEBOLD NIXDORF ALLCONNECT
Diebold Nixdorf, Incorporated	5,746,997	DIEBOLD NIXDORF ALLCONNECT SERVICES
Diebold Nixdorf, Incorporated	6,053,915	DN ALLCONNECT SERVICES
Diebold Nixdorf, Incorporated	6,085,958	DN & Design
Diebold Nixdorf, Incorporated	4,914,564	XPRESSION
Diebold Nixdorf, Incorporated	2,769,869	VISTAATM

Applications:

Owner	Serial Number	Title
Diebold Nixdorf, Incorporated	87812087	ALLTRANSACT
Diebold Nixdorf, Incorporated	87653159	VYNAMIC
Diebold Nixdorf, Incorporated	87653188	DN VYNAMIC