

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shiraz US Bidco Inc.		09/30/2020	Corporation: DELAWARE
Shiraz US Intermediate Inc.		09/30/2020	Corporation: DELAWARE
Multi Service Technology Solutions, Inc.		09/30/2020	Corporation: FLORIDA
Kropp Holdings, Inc.		09/30/2020	Corporation: MARYLAND
MSTS Holding, LLC		09/30/2020	Limited Liability Company: FLORIDA
MSTS Payments, LLC		09/30/2020	Limited Liability Company: FLORIDA
Multi Service US Holding, LLC		09/30/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	World Fuel Services Corporation
Street Address:	9800 NW 41st Street
City:	Miami
State/Country:	FLORIDA
Postal Code:	33178
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5815414	CREDIT AS A SERVICE
Registration Number:	1303076	INSTA MONEY
Registration Number:	5712527	MSTS
Registration Number:	1367045	MULTI SERVICE
Registration Number:	4604651	MULTI SERVICE BILL PLUS +
Registration Number:	1740660	OPEN ROAD DRIVERS PLAN
Registration Number:	1821644	POWERFUL CARD
Registration Number:	1807938	POWERFUL PLAN
Registration Number:	3671758	SERVICE GATE
Registration Number:	5710785	TICKETRX
Registration Number:	4560850	KHINC

OP \$315.00 5815414

Property Type	Number	Word Mark
Registration Number:	1654663	OPEN ROAD DRIVERS PLAN

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1272153 TM
NAME OF SUBMITTER:	Ryleigh Peterson
SIGNATURE:	/Ryleigh Peterson/
DATE SIGNED:	10/01/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "***IP Security Agreement***") dated as of September 30, 2020, is among the Persons listed on the signature pages hereof (collectively, the "***Grantors***") and **WORLD FUEL SERVICES CORPORATION**, as Secured Party (the "***Secured Party***").

SHIRAZ US BIDCO INC., a Delaware corporation, has issued a Subordinated Secured Promissory Note dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "***Subordinated Note***"), to Secured Party, as holder thereof. Shiraz US Intermediate Inc., a Delaware corporation, MSTS Holding, LLC, a Florida limited liability company, MSTS Payments, LLC, a Florida limited liability company, Multi Service Technology Solutions, Inc., a Florida corporation, Kropp Holdings, Inc., a Maryland corporation, and Multi Service US Holding, LLC, a Florida limited liability company are additional parties thereto upon the terms and conditions thereof.

Each Grantor has executed and delivered that certain Seller Note Subordinated Security Agreement dated as of September 30, 2020, among Grantors from time to time party thereto and Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "***Security Agreement***"). Terms defined in the Subordinated Note or the Security Agreement and not otherwise defined herein are used herein as defined in the Subordinated Note or the Security Agreement.

Under the terms of the Security Agreement, Grantors have granted to Secured Party, a security interest in, among other property, certain intellectual property of Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent- to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (iii) the copyright registrations set forth in Schedule C hereto;
- (iv) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Subordinated Note, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Note Obligations (all such Note Obligations being the "*Secured Obligations*").

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery by e-mail as a PDF document of an executed signature page of this IP Security Agreement shall be effective as delivery of an original executed counterpart thereof.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including electronic, telegraphic, telecopy or telex communication or facsimile transmission)

and delivered by personal delivery, by nationally recognized same day or overnight courier or by United States first class or registered, certified mail return receipt requested, postage prepaid, or e-mailed as a PDF document and, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 9.05 of the Subordinated Note, and, if to Secured Party, at its address specified in Section 9.05 of the Subordinated Note.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

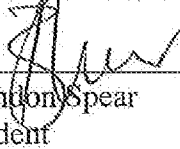
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

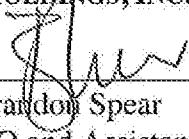
Grantors:

GRANTORS:

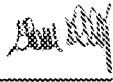
**SHIRAZ US BIDCO INC.
MULTI SERVICE TECHNOLOGY SOLUTIONS, INC.
SHIRAZ US INTERMEDIATE INC.
MSTS HOLDING, LLC
MSTS PAYMENTS, LLC
MULTI SERVICE US HOLDING, LLC**

By: 
Name: Brandon Spear
Title: President

KROPP HOLDINGS, INC.

By: 
Name: Brandon Spear
Title: CEO and Assistant Secretary

**WORLD FUEL SERVICES
CORPORATION**

By: 

Name: Glenn Klevitz
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

SCHEDULES A THROUGH D

[See attached.]

Schedule A to the
Intellectual Property Security Agreement

Patents and Patent Applications

US PATENTS AND PATENT APPLICATIONS

None



FOREIGN PATENTS AND PATENT APPLICATIONS

None

**Schedule B to the
Intellectual Property Security Agreement**

Trademarks and Trademark Applications

TRADEMARKS

Trademark	Design	Jurisdiction	Application or Registration No.	Ownership
CREDIT AS A SERVICE		US	5815414	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Australia	2014596	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		European Union	18078445	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Mexico	2043785	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		New Zealand	1122232	Multi Service Technology Solutions, Inc.
MSTS CREDIT AS A SERVICE		Singapore	40201912692T	Multi Service Technology Solutions, Inc.
INSTA MONEY (Stylized)		US	1303076	Multi Service Technology Solutions, Inc.
MS MULTI SERVICE & Design		Honduras	1947	Multi Service Technology Solutions, Inc.
MSTS		US	5712527	Multi Service Technology Solutions, Inc.
MULTI SERVICE		Mexico	453726	Multi Service Technology Solutions, Inc.
MULTI SERVICE		US	1367045	Multi Service Technology Solutions, Inc.
MULTI SERVICE BILL PLUS +		US	4604651	Multi Service Technology Solutions, Inc.

Trademark	Design	Jurisdiction	Application or Registration No.	Ownership
OPEN ROAD DRIVERS PLAN & Design		US	1740660	Multi Service Technology Solutions, Inc.
POWERFUL CARD		US	1821644	Multi Service Technology Solutions, Inc.
POWERFUL PLAN		US	1807938	Multi Service Technology Solutions, Inc.
SERVICE GATE		US	3671758	Multi Service Technology Solutions, Inc.
TICKETRX		US	5710785	Multi Service Technology Solutions, Inc.
KHINC		US	4,560,850	Kropp Holdings, Inc.
OPEN ROAD DRIVERS PLAN		US	1,654,663	Multi Service Technology Solutions, Inc.

PENDING TRADEMARK REGISTRATION APPLICATION

Trademark	Jurisdiction	Application No.	Ownership
CREDIT AS A SERVICE	New Zealand	1122233	Multi Service Technology Solutions, Inc.

**Schedule C to the
Intellectual Property Security Agreement**

Registered Copyrights

None.

**Schedule D to the
Intellectual Property Security Agreement**

Exclusive Copyright Licenses

None.