# OP \$790.00 470534

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM678215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CARDTRONICS USA, INC.		09/30/2021	Corporation: DELAWARE
ATM NATIONAL, LLC		09/30/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, as Administrative Agent		
Street Address:	4 Chase MetroTech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark	
Registration Number:	4705348	ALLTM	
Registration Number:	4705347	ALLTM	
Registration Number:	4934820	ALLTM NETWORK	
Registration Number:	4853639	ALLTM NETWORK	
Registration Number:	4314982	FEEALERT	
Registration Number:	4744014	ATMPASS	
Registration Number:	3182293	CARDTRONICS	
Registration Number:	3190566	CARDTRONICS	
Registration Number:	2598789	VCOM	
Registration Number:	5583600	ONATM	
Registration Number:	4247624	LOCATORSEARCH	
Registration Number:	4637517	LOCATORSEARCH	
Registration Number:	5925029		
Registration Number:	2940550	ALLPOINT	
Registration Number:	5725498	ALLPOINT+	
Registration Number:	5725494	ALLPOINT+	
Serial Number:	90020536	MONEYPOINT	
Serial Number:	90020541	CARDTRONICS MONEYPOINT	
		TRADEMARK	

900646940 REEL: 007438 FRAME: 0575

<u> IRADEMARK</u>

Property Type	Number	Word Mark	
Serial Number:	90020549	MONEY POINT CARDTRONICS	
Serial Number:	90020544	MONEYPOINT CARDTRONICS	
Serial Number:	88955064	NEOTERM	
Serial Number:	88955067	NEOCRYPT	
Serial Number:	88955068	NEOCENTER	
Serial Number:	88955069	NEOBUILDER	
Serial Number:	90563178	ALLPOINT	
Serial Number:	90563180	ALLPOINT+	
Serial Number:	90563184		
Serial Number:	90563186	ALLPOINT+	
Serial Number:	90510480	ATM MOBILE CASH	
Serial Number:	90510482	ALLPOINT ATM MOBILE CASH	
Serial Number:	90510484	ALLPOINT MOBILE CASH	

### **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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1484139
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	09/30/2021

### **Total Attachments: 6**

source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page3.tif source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page4.tif source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page5.tif source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page6.tif source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page7.tif source=NCR - Trademark Security Agreement (CATM Joinder) with Cover Sheet#page8.tif

TRADEMARK SECURITY AGREEMENT dated as of September 30, 2021 (this "<u>Agreement</u>"), among CARDTRONICS USA, INC., a Delaware corporation, ATM NATIONAL, LLC, a Delaware limited liability company (each a "<u>Grantor</u>" and, together, the "<u>Grantors</u>"), and JPMorgan Chase Bank, N.A. ("<u>JPMCB</u>"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013, as further amended and restated as of March 31, 2016, as further amended and restated as of August 28, 2019 (as further amended by (I) that certain First Amendment, dated as of October 7, 2019, (II) that certain Second Amendment, dated as of April 7, 2020, (III) that certain Third Amendment, dated as of January 22, 2021, (IV) that certain Fourth Amendment, dated as of February 4, 2021, (V) that certain Incremental Revolving Facility Agreement, dated as of February 16, 2021, (VI) that certain Incremental Term Loan A Facility Agreement, dated as of February 16, 2021 and (VII) that certain Incremental Revolving Facility Agreement (TLA-2 Conversion), dated as of June 24, 2021) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NCR Corporation (the "Company"), the Foreign Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of August 11, 2011, as amended and restated as of January 6, 2014, as further amended and restated as of March 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Foreign Borrowers party thereto, the subsidiaries of the Company from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. <u>Grant of Security Interest.</u> As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "<u>Trademark Collateral</u>"):

[[5711800]]

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill. Notwithstanding anything herein to the contrary, if any Grantor and the Administrative Agent shall agree that any asset included in the "Trademark Collateral" is an Excluded Asset, the security interest granted under this Section 2 shall thereafter not attach to, and the term "Trademark Collateral" shall not include, such Excluded Asset; provided that the security interest shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset.

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts.</u> This Agreement may be executed in 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CARDTRONICS USA, INC.,

by

Name: Brad Conrad Title: Treasurer

ATM NATIONAL LLC,

b

Name: Brad Conrad Title: Treasurer

JPMORGAN CHASE BANK, N.A., as

Administrative Agent,

by

Name: Matthew Cheung

Title: Vice President

[Signature Page to Trademark Security Agreement]

# SCHEDULE I

# Trademarks/Trade Names Owned by Each Grantor

# U.S. Trademark Registrations

Registered Owner	Trademark	Registration Number	Registration Date
Cardtronics USA, Inc.	ALLTM	4705348	3/17/2015
Cardtronics USA, Inc.	ALLTM	4705347	3/17/2015
Cardtronics USA, Inc.	ALLTM NETWORK	4934820	4/12/2016
Cardtronics USA, Inc.	ALLTM NETWORK	4853639	11/17/2015
Cardtronics USA, Inc.	FEEALERT	4314982	4/2/2013
Cardtronics USA, Inc.	ATMPASS	4744014	5/26/2015
Cardtronics USA, Inc.	CARDTRONICS	3182293	12/12/2006
Cardtronics USA, Inc.	CAROTHONICS	3190566	1/02/2007
Cardtronics USA, Inc.	VCOM	2598789	7/23/2002
Cardtronics USA, Inc.	ONATM	5583600	10/16/2018
ATM National LLC	LOCATORSEARCH	4247624	11/20/2012
ATM National LLC	LocatorSearch®	4637517	11/11/2014
	ALLPOINT (logo)		
ATM National LLC	X	5925029	12/3/2019
ATM National LLC	ALLPOINT	2940550	4/12/2005
ATM National LLC	Allpoint+	5725498	4/16/2019
ATM National LLC	ALLPOINT+	5725494	4/16/2019

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U.S. Trademark Applications

Registered Owner	Trademark	Application Number	Application Date
Cardtronics USA, Inc.	MONEYPOINT	90/020536	6/25/2020
Cardtronics USA, Inc.	CARDTRONICS MONEYPOINT	90/020541	6/25/2020
Cardtronics USA, Inc.	MONEYPOINT  Money  Point	90/020549	6/25/2020
Cardtronics USA, Inc.	MONEYPOINT	90/020544	6/25/2020
Cardtronics USA, Inc.	NEOTERM	88/955064	6/9/2020
Cardtronics USA, Inc.	NEOCRYPT	88/955067	6/9/2020
Cardtronics USA, Inc.	NEOCENTER	88/955068	6/9/2020
Cardtronics USA, Inc.	NEOBUILDER	88/955069	6/9/2020
ATM National, LLC	ALLPOINT	90/563178	3/5/2021
ATM National, LLC	ALLPOINT+	90/563180	3/5/2021
ATM National, LLC	25	90/563184	3/5/2021
ATM National, LLC	Allpoint*	90/563186	3/5/2021
ATM National, LLC	ATM MOBILE CASH	90/510480	2/4/2021
ATM National, LLC	ALLPOINT ATM MOBILE CASH	90/510482	2/4/2021
ATM National, LLC	ALLPOINT MOBILE CASH	90/510484	2/4/2021

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RECORDED: 09/30/2021