

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blackhawk Engagement Solutions, Inc.		06/22/2022	Corporation: MARYLAND
Blackhawk Network, Inc.		06/22/2022	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon Street, 5th Floor		
<b>Internal Address:</b>	c/o MAC Legal, Mail Code: NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86962698	ON-THE-SPOT	
<b>Serial Number:</b>	87329249	HAWK EARN	
<b>Serial Number:</b>	87329265	HAWK REDEEM	
<b>Serial Number:</b>	87047929	HAWK MARKETPLACE	
<b>Serial Number:</b>	87650326	HAPPY CARDS	
<b>Serial Number:</b>	87774188	HELLO GORGEOUS	
<b>Serial Number:</b>	88039307	HAPPY	
<b>Serial Number:</b>	88660280	GAME ON	
<b>Serial Number:</b>	88651154	GIVING GOOD	
<b>Serial Number:</b>	88912120		
<b>Serial Number:</b>	88912132	GIFT CARDS DO GOOD	
<b>Serial Number:</b>	88792451	ONE4ALL	
<b>Serial Number:</b>	88590825	GAMER'S CHOICE	
<b>Serial Number:</b>	88704923	BRANDEDPAY	
<b>Serial Number:</b>	88892748	PAY4IT	
<b>Serial Number:</b>	97051742	SCANIT	
<b>Serial Number:</b>	97418727	CHOICE GIFT CARD	

OP \$440.00 86962698

**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, ECarrera@cahill.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>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/22/2022

**Total Attachments: 6**

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## Execution Version

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of June 22, 2022 (this “Agreement”), among Blackhawk Engagement Solutions, Inc. and Blackhawk Network, Inc. (each, “Grantor”) and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of June 15, 2018 (as amended by that certain Incremental First Lien Term Facility Amendment, dated as of January 13, 2019, that certain LIBOR Transition Amendment, dated as of May 31, 2022, that certain Amendment No. 3 to First Lien Credit Agreement, dated as of the date hereof, and as further amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BHN Intermediate Holdings, Inc., a corporation organized under the laws of the State of Delaware (“Holdings”), Blackhawk Network Holdings, Inc., a corporation organized under the laws of the State of Delaware (the “Borrower”), the Lenders party thereto, the Issuing Banks party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent, and (b) the First Lien Collateral Agreement dated as of June 15, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Counterparts. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

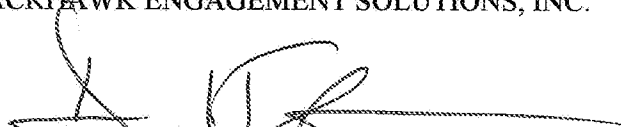
SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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


BLACKHAWK ENGAGEMENT SOLUTIONS, INC.

By:

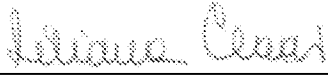
  
Name: David McLaughlin  
Title: Chief Financial Officer

BLACKHAWK NETWORK, INC.

By:


  
Name: David McLaughlin  
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral Agent,

By:   
Name: Liliana Claar  
Title: Vice President

Schedule I

U.S. Trademarks and Applications:

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Blackhawk Engagement Solutions, Inc.	ON-THE-SPOT	86962698 04/04/2016	5590700 10/23/2018
2.	Blackhawk Engagement Solutions, Inc.	HAWK EARN	87329249 02/08/2017	5576591 10/02/2018
3.	Blackhawk Engagement Solutions, Inc.	HAWK REDEEM	87329265 02/08/2017	5576592 10/02/2018
4.	Blackhawk Engagement Solutions, Inc.	HAWK MARKETPLACE	87047929 05/24/2016	5590744 10/23/2018
5.	Blackhawk Network, Inc.	HAPPY CARDS	87650326 10/18/2017	5630643 12/18/2018
6.	Blackhawk Network, Inc.	HELLO GORGEOUS	87774188 01/29/2018	5693257 03/05/2019
7.	Blackhawk Network, Inc.	HAPPY	88039307 07/16/2018	5649331 01/08/2019
8.	Blackhawk Network, Inc.	GAME ON	88660280 10/18/2019	6212553 12/01/2020
9.	Blackhawk Network, Inc.	GIVING GOOD	88651154 10/11/2019	6349150 05/11/2021
10.	Blackhawk Network, Inc.		88912120 05/12/2020	6359552 05/25/2021
11.	Blackhawk Network, Inc.	GIFT CARDS DO GOOD	88912132 05/12/2020	6392772 06/22/2021
12.	Blackhawk Network, Inc.	ONE4ALL	88792451 02/11/2020	6429293 07/20/2021
13.	Blackhawk Network, Inc.	GAMER'S CHOICE	88590825 08/23/2019	6555771 11/09/2021
14.	Blackhawk Network, Inc.	BRANDPAY	88704923 11/25/2019	6719385 05/03/2022
15.	Blackhawk Network, Inc.	PAY4IT	88892748 04/29/2020	N/A
16.	Blackhawk Network, Inc.	SCANIT	97051742 09/29/2021	N/A
17.	Blackhawk Network, Inc.	CHOICE GIFT CARD	97418727 05/19/2022	N/A