

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - 2026 Notes
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIEBOLD NIXDORF, INCORPORATED		12/29/2022	Corporation: OHIO

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC, as Collateral Agent
Street Address:	3 Second Street, Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07301
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5032417	ACTIVEDGE
Registration Number:	0560794	AFTER HOUR
Registration Number:	4252893	AGILIS
Registration Number:	2770359	AGILIS
Registration Number:	3342030	AGILIS EMPOWER
Serial Number:	90315107	ALLTRANSACT
Registration Number:	4623616	CAMPAIGN OFFICE
Registration Number:	1065773	CARD GLOVE
Registration Number:	1652144	CASHGARD
Registration Number:	0595921	CENTURY
Registration Number:	5481892	CONNECTED COMMERCE
Registration Number:	2657256	DECALWEB
Registration Number:	1701403	DIEBOLD
Registration Number:	2802243	DIEBOLD
Registration Number:	3875502	DIEBOLD
Registration Number:	4194288	DIEBOLD
Registration Number:	2684749	DIEBOLD ADVISOR
Registration Number:	5746996	DIEBOLD NIXDORF ALLCONNECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5746997	DIEBOLD NIXDORF ALLCONNECT SERVICES
Registration Number:	5492816	DIEBOLD NIXDORF
Registration Number:	5551345	DIEBOLD NIXDORF
Registration Number:	2841649	DIEBOLD OPTEVA
Registration Number:	2697931	DIEBOLD PREMIER SERVICES
Registration Number:	6053915	DN ALLCONNECT SERVICES
Registration Number:	5552564	DN
Registration Number:	6085958	DN
Registration Number:	6566267	DN SERIES
Registration Number:	6396878	DN VYNAMIC
Registration Number:	1122703	EASY-AIRE
Registration Number:	2973321	IMAGEWAY
Registration Number:	2681416	INVOLVE
Registration Number:	2890418	LUMERA
Registration Number:	0954842	MOSLER
Registration Number:	2879370	OPTEVA
Registration Number:	3295594	OPTEVIEW
Registration Number:	4214592	OPTEVIEW RESOLVE
Registration Number:	0991938	SECUROMATIC
Registration Number:	6096797	STOREVOLUTION
Registration Number:	1706402	TELLER ASSIST
Registration Number:	3773252	VALITECH
Registration Number:	2769869	VISTAATM
Registration Number:	6396877	VYNAMIC
Registration Number:	0950326	WEDGE-LOCK

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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: 1873188 TM E

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED:	01/05/2023
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Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 29, 2022, by DIEBOLD NIXDORF, INCORPORATED (the “Pledgor”), in favor of GLAS AMERICAS LLC (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 the Security Agreement and the Credit Agreement 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 Property).

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.

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.

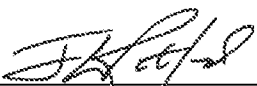
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Collateral Agent. The Collateral Agent is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Indenture. All rights, protections, indemnities and benefits granted to the Collateral Agent in the Indenture or any other Notes Documents are hereby incorporated as if fully set forth in this Trademark Security Agreement.

[signature page follows]

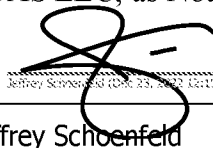
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

DIEBOLD NIXDORF, INCORPORATED, as
Pledgor

By  _____

Name: Jeffrey Rutherford
Title: Executive Vice President and
Chief Financial Officer

GLAS AMERICAS LLC, as Notes Collateral Agent

By: 
Name: Jeffrey Schoenfeld
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

Trademark	Application Number	Registration Number	Record Owner	Status
ACTIVEDGE	86/356,253	5,032,417	Diebold Nixdorf, Incorporated	Registered
AFTER HOUR	71/601,540	560794	Diebold Nixdorf, Incorporated	Registered
AGILIS	85/511,302	4,252,893	Diebold Nixdorf, Incorporated	Registered
AGILIS	78/116,114	2,770,359	Diebold Nixdorf, Incorporated	Registered
AGILIS EMPOWER	78/907,280	3,342,030	Diebold Nixdorf, Incorporated	Registered
Alltransact	90/315,107 ¹		Diebold Nixdorf, Incorporated	Allowed
CAMPAIGN OFFICE	86/090,850	4,623,616	Diebold Nixdorf, Incorporated	Registered
CARD GLOVE	73/093,087	1,065,773	Diebold Nixdorf, Incorporated	Registered
CASHGARD	74/092,909	1,652,144	Diebold Nixdorf, Incorporated	Registered
CENTURY	71/660,811	595921	Diebold Nixdorf, Incorporated	Registered
CONNECTED COM-MERCE	87/221,130	5,481,892	Diebold Nixdorf, Incorporated	Registered
DECALWEB	78/058,923	2,657,256	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	74/149,385	1,701,403	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	78/124,060	2,802,243	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	77/796,943	3,875,502	Diebold Nixdorf, Incorporated	Registered
DIEBOLD Logo	85/511,336	4,194,288	Diebold Nixdorf, Incorporated	Registered
DIEBOLD ADVISOR	78/058,930	2,684,749	Diebold Nixdorf, Incorporated	Registered
DIEBOLD NIXDORF ALLCONNECT	87/820,413	5,746,996	Diebold Nixdorf, Incorporated	Registered
DIEBOLD NIXDORF ALLCONNECT SERVICES	87/820,446	5,746,997	Diebold Nixdorf, Incorporated	Registered
Diebold Nixdorf Logo	87/111,213	5,492,816	Diebold Nixdorf, Incorporated	Registered

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

Trademark	Application Number	Registration Number	Record Owner	Status
Diebold Nixdorf Wordmark	87/107,283	5,551,345	Diebold Nixdorf, Incorporated	Registered
DIEBOLD OPTEVA	78/153,230	2,841,649	Diebold Nixdorf, Incorporated	Registered
DIEBOLD PREMIER SERVICES	78/124,155	2,697,931	Diebold Nixdorf, Incorporated	Registered
DN ALLCONNECT SERVICES	87/940,665	6,053,915	Diebold Nixdorf, Incorporated	Registered
DN Logo	87/977,951	5,552,564	Diebold Nixdorf, Incorporated	Registered
DN Logo	87/107,357	6,085,958	Diebold Nixdorf, Incorporated	Registered
DN Series	90/314,844	6566267	Diebold Nixdorf, Incorporated	Registered
DN Vynamic	87/653,188	6396878	Diebold Nixdorf, Incorporated	Registered
EASY-AIRE	73/168,468	1,122,703	Diebold Nixdorf, Incorporated	Registered
IMAGEWAY	78/250,737	2,973,321	Diebold Nixdorf, Incorporated	Registered
INVOLVE	78/124,708	2,681,416	Diebold Nixdorf, Incorporated	Registered
LUMERA	78/252,987	2,890,418	Diebold Nixdorf, Incorporated	Registered
MOSLER	72/416,129	954842	Diebold Nixdorf, Incorporated	Registered
OPTEVA	78/252,429	2,879,370	Diebold Nixdorf, Incorporated	Registered
OPTEVIEW	78/864,427	3,295,594	Diebold Nixdorf, Incorporated	Registered
OPTEVIEW RE-SOLVE	851/81,965	4,214,592	Diebold Nixdorf, Incorporated	Registered
SECUROMATIC	72/449,854	991938	Diebold Nixdorf, Incorporated	Registered
STOREVOLUTION	87/684,122	6,096,797	Diebold Nixdorf, Incorporated	Registered
TELLER ASSIST	74/190,315	1,706,402	Diebold Nixdorf, Incorporated	Registered
VALITECH	77/696,578	3,773,252	Diebold Nixdorf, Incorporated	Registered
VISTAATM	76/315,958	2,769,869	Diebold Nixdorf, Incorporated	Registered
Vynamic	87/653,159	6396877	Diebold Nixdorf, Incorporated	Registered
WEDGE-LOCK	72/424,667	950326	Diebold Nixdorf, Incorporated	Registered