

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACI Worldwide, Inc.		02/24/2017	Corporation: DELAWARE
ACI Worldwide Corp.		02/24/2017	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	C/O MAC Legal (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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4962383	ACI	
<b>Registration Number:</b>	4876825	ACI	
<b>Registration Number:</b>	4691443	POSTILION	
<b>Registration Number:</b>	3737299	ACI WORLDWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>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.</i>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	02/27/2017		

OP \$115.00 4962383

**Total Attachments: 6**

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**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

Supplemental Trademark Security Agreement, dated as of February 24, 2017 (as amended, restated or otherwise modified, the “Trademark Security Agreement”), between each of ACI WORLDWIDE, INC. and ACI WORLDWIDE CORP. (collectively, “Grantors”) and BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, Grantors are party to an Amended and Restated Collateral Agreement dated as of February 24, 2017 (the “Collateral Agreement”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule I hereto, and with respect to any and all of the foregoing, renewals thereof (collectively, “Trademarks”);

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto; and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

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 Administrative Agent for the Lenders pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

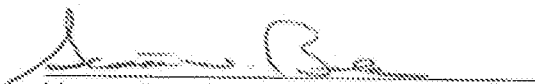
SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

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 shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.

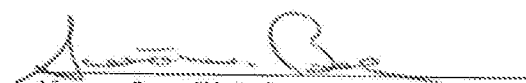
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACI WORLDWIDE, INC.**

By:   
Name: Scott W. Behrens  
Title: Senior Executive Vice President  
and Chief Financial Officer

**ACI WORLDWIDE CORP.**

By:   
Name: Scott W. Behrens  
Title: Vice President and Assistant  
Treasurer

[Signature Page to Trademark Agreement]

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: *Renee Marion*  
Name:  
Title: **Renee Marion**  
**Assistant Vice President**

[Signature Page to Trademark Agreement]

**TRADEMARK**  
**REEL: 005996 FRAME: 0782**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Serial Number	Reg. Number	Word Mark
ACI Worldwide Corp.	86432489	4962383	ACI
ACI Worldwide Corp.	86432379	4876825	ACI
ACI Worldwide Corp.	86308954	4691443	POSTILION
ACI Worldwide Corp.	77010613	3737299	ACI WORLDWIDE

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. ACI Worldwide, Inc.
- 2. ACI Worldwide Corp.

- Individual(s)
- Partnership
- Corporation- State: 1. DE; 2. NE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 24, 2017

- Assignment
- Security Agreement
- Other Supplemental Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Administrative Agent

C/O MAC Legal (NC1-001-05-45),  
Street Address: 101 N Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

**9. Signature:**

*Elaine Carrera*  
Signature

February 24, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450