

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lighthouse Network, LLC		11/30/2017	Limited Liability Company: DELAWARE
POSitouch, LLC		11/30/2017	Limited Liability Company: RHODE ISLAND
Future POS, LLC		11/30/2017	Limited Liability Company: PENNSYLVANIA
Shift4 Corporation		11/30/2017	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3586038	HARBORTOUCH
Registration Number:	3294443	UNITED CASH SOLUTIONS
Registration Number:	4879691	HARBORTOUCH ELITE
Registration Number:	4879687	HARBORTOUCH ECHO
Registration Number:	4742774	PERKWAVE
Registration Number:	4800995	CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.
Registration Number:	4879847	TABLET KILLER
Registration Number:	3820830	POSITOUCH
Registration Number:	5109148	POSITOUCH CLOUD
Registration Number:	3323066	FUTURE POS
Registration Number:	3891871	I4GO
Registration Number:	5078041	ONE LAST PAYMENT INTEGRATION
Registration Number:	5117771	UTG4CLOUD
Registration Number:	5072064	TRUE P2PE

OP \$1165.00 3586038

Property Type	Number	Word Mark
Registration Number:	4893734	4TRESS
Registration Number:	4679952	VT4
Registration Number:	4404342	SHIFT4
Registration Number:	4366974	4RES
Registration Number:	4463230	SECURE OFFLINE STAND-IN
Registration Number:	4429344	TOKENSHARE
Registration Number:	4293316	4WORD
Registration Number:	4309859	TOKENIZATION YOUR WAY
Registration Number:	4191907	4TITUDE
Registration Number:	4166909	4SIGHT
Registration Number:	4392854	SECURITY BEYOND COMPLIANCE
Registration Number:	4396716	TRUETOKEN
Registration Number:	4292803	4VT
Registration Number:	3943303	TRUETOKENIZATION
Registration Number:	4305579	4TIFY
Registration Number:	3962703	TOKENSTORE
Registration Number:	3953097	
Registration Number:	3847123	THEY CAN'T STEAL WHAT YOU DON'T HAVE
Registration Number:	3816793	UNIVERSAL TRANSACTION GATEWAY
Registration Number:	3884837	UTG
Registration Number:	3887387	4GO
Registration Number:	3887388	4GO SAFESWIPE
Registration Number:	3726017	DOLLARS ON THE NET
Registration Number:	2525196	CA\$H HERE
Registration Number:	3143815	S4
Registration Number:	2497692	IT'S YOUR CARD
Registration Number:	2499620	SHIFT4
Registration Number:	2599991	FRAUD SENTRY
Registration Number:	2381589	\$\$\$ ON THE NET
Registration Number:	2501372	SHIFT4
Registration Number:	2433157	\$\$\$ IN THE BANK
Serial Number:	87122974	VERI4

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/04/2017

Total Attachments: 12

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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. Lighthouse Network, LLC
- 2. POSitouch, LLC
- 3. Future POS, LLC
- 4. Shift4 Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other: 1. LLC-DE; 2. LLC-RI; 3. LLC-PA; 4. Corp.-NV

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 30, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other: Second Lien Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Islands Branch, as Administrative Agent

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other: Bank Citizenship Switzerland

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 Schedule I

B. Trademark Registration No.(s)

See 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:

46

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

November 30, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **12**

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

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2017, (this “Agreement”), by Lighthouse Network, LLC, a Delaware limited liability company, POSitouch, LLC, a Rhode Island limited liability company, Future POS, LLC, a Pennsylvania limited liability company, and Shift4 Corporation, a Nevada corporation (each, a “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Lighthouse Network, LLC, a Delaware limited liability company, as the Borrower, the Lenders from time to time party thereto and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Pages Follow]

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

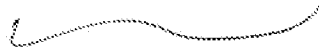
LIGHTHOUSE NETWORK, LLC
POSITOUCH, LLC
FUTURE POS, LLC

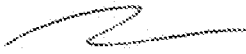
By: 
Name: Jordan Frankel
Title: Assistant Secretary

SHIFT4 CORPORATION

By: 
Name: Jordan Frankel
Title: Secretary and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Administrative Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

SCHEDULE I



TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
Lighthouse Network, LLC	3586038 3/10/2009	 HARBORTOUCH
Lighthouse Network, LLC	3294443 9/18/2007	UNITED CASH SOLUTIONS
Lighthouse Network, LLC	4879691 1/5/2016	HARBORTOUCH ELITE
Lighthouse Network, LLC	4879687 1/5/2016	HARBORTOUCH ECHO
Lighthouse Network, LLC	4742774 5/26/2015	PERKWAVE
Lighthouse Network, LLC	4800995 8/25/2015	CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.
Lighthouse Network, LLC	4879847 1/5/2016	TABLET KILLER
Restaurant Data Concepts, Inc. (as predecessor in interest to POSitouch, LLC)	3820830 7/20/2010	POSITOUCH
Restaurant Data Concepts, Inc. (as predecessor in interest to POSitouch, LLC)	5109148 12/27/2016	POSITOUCH CLOUD
Future POS, Inc. (as predecessor in interest to FUTURE POS, LLC)	3323066 10/30/2007	FUTURE POS
SHIFT4 CORPORATION	3891871 12/21/2010	I4GO
SHIFT4 CORPORATION	5078041 11/8/2016	ONE LAST PAYMENT INTEGRATION
SHIFT4 CORPORATION	5117771 1/10/2017	UTG4CLOUD

SCHEDULE I

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
SHIFT4 CORPORATION	5072064 11/1/2016	TRUE P2PE
SHIFT4 CORPORATION	4893734 1/26/2016	4TRESS
SHIFT4 CORPORATION	4679952 1/27/2015	VT4
SHIFT4 CORPORATION	4404342 9/17/2013	SHIFT4
SHIFT4 CORPORATION	4366974 7/16/2013	4RES
SHIFT4 CORPORATION	4463230 1/7/2014	SECURE OFFLINE STAND-IN
SHIFT4 CORPORATION	4429344 11/5/2013	TOKENSHARE
SHIFT4 CORPORATION	4293316 2/19/2013	4WORD
SHIFT4 CORPORATION	4309859 3/26/2013	TOKENIZATION YOUR WAY
SHIFT4 CORPORATION	4191907 8/14/2012	4TITUDE
SHIFT4 CORPORATION	4166909 7/3/2012	4SIGHT
SHIFT4 CORPORATION	4392854 8/27/2013	SECURITY BEYOND COMPLIANCE
SHIFT4 CORPORATION	4396716 9/3/2013	TRUETOKEN

SCHEDULE I

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
SHIFT4 CORPORATION	4292803 2/19/2013	4VT
SHIFT4 CORPORATION	3943303 4/12/2011	TRUE TOKENIZATION
SHIFT4 CORPORATION	4305579 3/19/2013	4TIFY
SHIFT4 CORPORATION	3962703 5/17/2011	TOKENSTORE
SHIFT4 CORPORATION	3953097 5/3/2011	
SHIFT4 CORPORATION	3847123 9/14/2010	THEY CAN'T STEAL WHAT YOU DON'T HAVE
SHIFT4 CORPORATION	3816793 7/13/2010	UNIVERSAL TRANSACTION GATEWAY
SHIFT4 CORPORATION	3884837 12/7/2010	UTG
SHIFT4 CORPORATION	3887387 12/7/2010	4GO
SHIFT4 CORPORATION	3887388 12/7/2010	4GO SAFESWIPE
SHIFT4 CORPORATION	3726017 12/15/2009	DOLLARS ON THE NET
SHIFT4 CORPORATION	2525196 1/1/2002	
SHIFT4 CORPORATION	3143815 9/19/2006	
SHIFT4 CORPORATION	2497692 10/16/2001	IT'S YOUR CARD

SCHEDULE I

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
SHIFT4 CORPORATION	2499620 10/23/2001	SHIFT4
SHIFT4 CORPORATION	2599991 7/30/2002	FRAUD SENTRY
SHIFT4 CORPORATION	2381589 8/29/2000	\$\$\$ ON THE NET
SHIFT4 CORPORATION	2501372 10/30/2001	SHIFT4
SHIFT4 CORPORATION	2433157 3/6/2001	\$\$\$ IN THE BANK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO. / DATE	TRADEMARK
SHIFT4 CORPORATION	87122974 8/1/2016	VERI4

SCHEDULE I

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER / DATE	PATENT
SHIFT4 CORPORATION	7891563 2/22/2011	Secure payment card transactions
SHIFT4 CORPORATION	7841523 11/30/2010	Secure payment card transactions
SHIFT4 CORPORATION	7770789 8/10/2010	Secure payment card transactions
SHIFT4 CORPORATION	8328095 12/11/2012	Secure payment card transactions
SHIFT4 CORPORATION	8690056 4/8/2014	Secure payment card transactions
SHIFT4 CORPORATION	9082120 7/14/2015	Secure payment card transactions
SHIFT4 CORPORATION	9495680 11/15/2016	Secure payment card transactions
SHIFT4 CORPORATION	9256874 2/9/2016	Method and system for enabling merchants to share tokens
SHIFT4 CORPORATION	8688589 3/12/2013	Method and system for utilizing authorization factor pools

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER / DATE	PATENT
SHIFT4 CORPORATION	15/346,232 11/8/2016	Secure payment card transactions

APPLICANT	APPLICATION NUMBER / DATE	PATENT
SHIFT4 CORPORATION	13/796,969 3/12/2013	Merchant-based token sharing
SHIFT4 CORPORATION	13/941,282 7/12/2013	Method and systems for utilizing authorization factor pools
SHIFT4 CORPORATION	14/987,626 1/4/2016	Method and system for enabling merchants to share tokens

SCHEDULE II

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	COPYRIGHT NUMBER / DATE	COPYRIGHT
SHIFT4 CORPORATION	VA0001039559 5/22/2000	Lightbulb character design of Shift4 : no. 1 ; Bulb man : no. 1.
SHIFT4 CORPORATION	VA0001039968 5/22/2000	Lightbulb character design of Shift4 no. 2 : Bulb man no. 2.
SHIFT4 CORPORATION	VA0001039560 5/22/2000	Lightbulb character design of Shift4 : no. 3 ; Bulb man : no. 3.
SHIFT4 CORPORATION	VA0001039561 5/22/2000	Lightbulb character design of Shift4 : no. 4 ; Bulb man : no. 4.
SHIFT4 CORPORATION	VA0001039562 5/22/2000	Lightbulb character design of Shift4 : no. 5 ; Bulb man : no. 5.
SHIFT4 CORPORATION	VA0001039563 5/22/2000	Lightbulb character design of Shift4 : no. 6 ; Bulb man : no. 6.
SHIFT4 CORPORATION	VA0001039564 5/22/2000	Lightbulb character design of Shift4 : no. 7 ; Bulb man : no. 7.
SHIFT4 CORPORATION	VA0001039565 5/22/2000	Lightbulb character design of Shift4 : no. 8 ; Bulb man : no. 8.

COPYRIGHT APPLICATIONS

None.