

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCR CORPORATION		08/28/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5573302	DIGITAL INSIGHT	
Registration Number:	5102213	DINING DATA CLOUD	
Registration Number:	4807655	ZIPSCENE	
Registration Number:	4807656	ZIPSCENE	
Registration Number:	5601952	NCR SILVER QUANTUM	
Registration Number:	5344274	NCR	
Serial Number:	88404127	NCR EMERALD	
Serial Number:	87622902	NCR OPTIC	
Serial Number:	88403664	NCR SILVER ONE	
Serial Number:	88040432	UGENIUS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$265.00 5573302

ATTORNEY DOCKET NUMBER:	1146437 TM
NAME OF SUBMITTER:	Mackenzie Korf
SIGNATURE:	/Mackenzie Korf/
DATE SIGNED:	10/29/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of August 28, 2019 (this “Agreement”), between NCR CORPORATION, a Maryland corporation (the “Company” or “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMCB”), 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 and as further amended and restated as of the date hereof (and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Foreign Borrowers party thereto, the lenders from time to time party thereto and JPMCB, as administrative agent (in such capacity, the “Administrative Agent”) and (b) the Reaffirmation Agreement, dated as of the date hereof (the “Reaffirmation Agreement”), among the Company, NCR International, Inc., the Foreign Borrowers party thereto and the Administrative Agent, which reaffirms certain guarantees and security interests given pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of August 22, 2011, as amended and restated as of January 6, 2014, as further amended and restated as of March 31, 2016 (and as further amended, 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 the 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 obligations of the Lenders and the Issuing Banks to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. 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. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, 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 Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(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 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. Collateral 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 Collateral Agreement. 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. 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 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]

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

NCR CORPORATION,

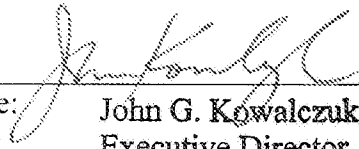
By: 
Name: Michael D. Hayford
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006782 FRAME: 0337

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by


Name: **John G. Kowalczyk**
Title: **Executive Director**

[Signature Page to Trademark Security Agreement]

[[5229580]]

TRADEMARK
REEL: 006782 FRAME: 0338

SCHEDULE I

Trademark Registrations

Registered Owner	Trademark	Registration Number	Registration Date
NCR Corporation	DIGITAL INSIGHT	5573302	10/01/2018
NCR Corporation	DINING DATA CLOUD	5102213	12/13/2016
NCR Corporation	ZIPSCENE	4807655	09/08/2015
NCR Corporation	ZIPSCENE (LOGO)	4807656	09/08/2015
NCR Corporation	NCR Silver Quantum	5601952	11/06/2018
NCR Corporation	NCR & Design	5344274	11/28/2017

Trademark Applications

Registered Owner	Trademark	Application Number	Application Date
NCR Corporation	NCR EMERALD	88404127	26-Apr-2019
NCR Corporation	NCR OPTIC	87622902	26-Sep-2017
NCR Corporation	NCR SILVER ONE	88403664	26-Apr-2019
NCR Corporation	UGENIUS	88040432	17-Jul-2018