

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Check Corp.		01/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5291630	ACCUTRAC	
Registration Number:	5233193	BANKING AT THE SPEED OF CHANGE	
Registration Number:	3562436	BEST READ	
Registration Number:	4112301	BRANCHXPRESS	
Registration Number:	3636420	CHEXPRESS	
Registration Number:	4783365	CLEAR BY DIGITAL CHECK	
Registration Number:	3466472	DIGITAL CHECK	
Registration Number:	6140156	DIGITAL CHECK	
Registration Number:	2800500	ECLIPSE	
Registration Number:	3488408	FLEXSCAN	
Registration Number:	3782463	LUMINTEC	
Registration Number:	5906938	NEXTSCAN	
Registration Number:	3488406	NEXTSTAR	
Registration Number:	4176758	RECEIPTNOW	
Registration Number:	5449217	SCANBOX BY DIGITAL CHECK	
Registration Number:	5201215	SECURELINK BY DIGITAL CHECK	
Registration Number:	3509516	SMARTSOURCE	
Registration Number:	5906939	ST IMAGING	
Registration Number:	2345966	TELLERSCAN	

CH \$640.00 5291630

Property Type	Number	Word Mark
Registration Number:	3775162	THE SECURE CHOICE
Registration Number:	3532326	THE SECURE CHOICE
Registration Number:	2803239	TS
Registration Number:	4783366	VAULT BY DIGITAL CHECK
Serial Number:	90352399	APEX BY NEXTSCAN
Serial Number:	90352402	EQUINOX

CORRESPONDENCE DATA

Fax Number: 3129774405
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: 3129774400
Email: tefiester@nixonpeabody.com
Correspondent Name: Sorinel Cimpoes
Address Line 1: 70 West Madison Street, Suite 3500
Address Line 2: Nixon Peabody LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	296341-000002
NAME OF SUBMITTER:	Sorinel Cimpoes
SIGNATURE:	/Sorinel Cimpoes/
DATE SIGNED:	01/29/2021

Total Attachments: 6
source=Executed - A&R Trademark Security Agreement--BMO--Digital Check (2nd A&R)#page1.tif
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2021 (as amended, restated or otherwise modified from time to time, this “Trademark Security Agreement”), by and between Digital Check Corp., a Delaware corporation (“Grantor”), and BMO Harris Bank N.A., a national banking association (“Secured Party”).

WITNESSETH:

WHEREAS, the Grantor and Secured Party entered into that certain Amended and Restated Security Agreement dated as of September 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Existing Security Agreement”).

WHEREAS, in connection with the execution of the Existing Security Agreement, the Grantor and the Secured Party entered into that certain Trademark Security Agreement dated as of September 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Existing Trademark Security Agreement”).

WHEREAS, the Grantor and Secured Party have entered into that certain Second Amended and Restated Security Agreement dated as of January 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto, and Secured Party.

WHEREAS, as a condition to the Secured Party’s agreement to make Loans (as defined in the Credit Agreement) and other financial accommodations available to the Grantor, Secured Party is requiring the Grantor to amend and restate the Existing Trademark Security Agreement in its entirety on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees 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 Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party a continuing security interest in all of the Grantor’s right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the “Trademark Collateral”) to secure the Secured Obligations (as defined in the Security Agreement):

(a) (i) all of the Grantor’s trademarks, including without limitation those referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Secured Party in accordance with the terms of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 2 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, 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.

DIGITAL CHECK CORP.

By: Lynne Tagge
Name: Lynne Tagge
Title: Chief Financial Officer

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, 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.

DIGITAL CHECK CORP.

By: _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

BMO HARRIS BANK N.A.


By: _____
Name: Carl E. Skoog
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

Mark	Jurisdiction	Registration #	Filed	Registration Date
ACCUTRAC	US	5,291,630	10/8/2015	9/19/2017
BANKING AT THE SPEED OF CHANGE	US	5,233,193	8/10/2015	6/27/2017
BEST READ	US	3,562,436	2/26/2003	1/13/2009
BRANCHXPRESS	US	4,112,301	12/28/2009	3/13/2012
CHEXPRESS	US	3,636,420	3/21/2008	6/9/2009
CLEAR BY DIGITAL CHECK	US	4,783,365	8/10/2014	7/28/2015
DIGITAL CHECK	US	3,466,472	10/30/2007	7/15/2008
DIGITAL CHECK & Design	US	6,140,156	12/19/2019	9/1/2020
ECLIPSE	US	2,800,500	2/21/2003	12/30/2003
FlexScan	US	3,488,408	1/22/2008	8/19/2008
FlexScan	EU	007096654	7/17/2008	4/7/2009
LUMINTEC	US	3,782,463	2/23/2009	4/27/2010
nextScan	US	5,906,938	1/4/2019	11/12/2019
NextStar	US	3,488,406	1/22/2008	8/19/2008
RECEIPTNOW	US	4,176,758	4/19/2011	7/17/2012
SCANBOX BY DIGITAL CHECK	US	5,449,217	8/3/2016	4/17/2018
SECURELINK BY DIGITAL CHECK	US	5,201,215	3/2/2016	5/9/2017
SMARTSOURCE	US	3,509,516	6/1/2007	9/30/2008
SMARTSOURCE	BRAZIL	830945938	2/23/2011	3/3/2015
SMARTSOURCE	CHINA	9191943	3/10/2011	3/21/2012
SMARTSOURCE	EU	009778671	3/2/2011	8/10/2011
SMARTSOURCE	VENEZUELA	P316083	4/14/2011	4/18/2012
ST IMAGING	US	5,906,939	1/4/2019	11/12/2019
TELLERSCAN	US	2,345,966	10/20/1997	4/25/2000
THE SECURE CHOICE (Document Scanners)	US	3,775,162	8/7/2007	4/13/2010
THE SECURE CHOICE (Check Scanners)	US	3,532,326	8/7/2007	11/11/2008
TS	US	2,803,239	4/9/2002	1/6/2004
VAULT BY DIGITAL CHECK	US	4,783,366	8/10/2014	7/28/2015

Trademark Applications

Mark	Jurisdiction	Application	Filed	Registrati	First Use
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		#		on Date	
APEX BY NEXTSCAN	US	90/352,399	12/1/20	N.A.	N.A.
DIGITAL CHECK & Design	US	WIPO - covering BR, CA, EU, IL, IN and MX	1/15/20	N.A.	N.A.
EQUINOX	US	90/352,402	<u>12/1/20</u>	N.A.	N.A.