

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Bank USA, National Association, as Agent		05/30/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PowerPay, Inc.		
Street Address:	320 Cumberland Avenue		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3404603	E-ONLINEDATA	
Registration Number:	2844950	SAFEWAZE	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643-19 JES		
NAME OF SUBMITTER:	John E. Slaughter		

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Signature:	/John E. Slaughter/
Date:	06/01/2012
Total Attachments: 3 source=Termination - PowerPay#page1.tif source=Termination - PowerPay#page2.tif source=Termination - PowerPay#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 30, 2012 ("Release"), is made by HSBC Bank USA, National Association, as agent for itself and other financial institutions from time to time signatory to the Credit Agreement (defined below) ("Agent") in favor of PowerPay, Inc., a Delaware corporation ("Debtor").

**WHEREAS**, pursuant to the Credit Agreement dated as of November 25, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement") by and among the Debtor and the Agent, the Debtor executed and delivered to Agent the Trademark Security Agreement dated as of November 25, 2011 ("Trademark Security Agreement") under which the Debtor irrevocably pledged and assigned to, and granted to the Agent a security interest in the Trademarks;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on January 13, 2012 at Reel 4706 Frame 0618.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent and Debtor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Agent hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement and any other agreement under which Debtor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademarks;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the collateral assignment, mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademarks, including without limitation the Trademarks listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes and requests the recordation of this Release with the USPTO.

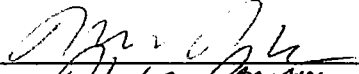
**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Further Assurances.** Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Agent will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

HSBC Bank USA, National Association, as Agent

By:   
Name: Philip Anthony  
Title: SV

**Schedule A**

**U.S. Trademarks Subject to Security Interest  
Granted by PowerPay, Inc.  
In Favor of HSBC Bank USA, National Association  
Recorded January 13, 2012 at Reel 4706 Frame 0618**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
E-ONLINEDATA and Design	3404603	04/01/08
SAFEWAZE	2844950	05/25/04

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