

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights Previously Recorded at Reel/Frames (4410/0712) & (4788/0510)

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, as Administrative Agent		10/12/2012	national banking association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	goEmerchant, LLC
<b>Street Address:</b>	100 Throckmorton St.
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76102
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	2676246	GOEMERCHANT.COM
<b>Registration Number:</b>	2692018	BUY-ME BUTTON
<b>Serial Number:</b>	85536626	M+TERMINAL
<b>Serial Number:</b>	85536627	M+TERMINAL
<b>Serial Number:</b>	85540673	
<b>Serial Number:</b>	85540676	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2124552502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(212) 455-7803
<b>Email:</b>	jmull@stblaw.com
<b>Correspondent Name:</b>	Jodie Pimentel

CH \$165.00 2676246

Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 019557/0131

NAME OF SUBMITTER: J. Jason Mull

Signature: /J. Jason Mull/

Date: 10/15/2012

Total Attachments: 4  
source=JPM-goEmerchant, LLC TM Release#page1.tif  
source=JPM-goEmerchant, LLC TM Release#page2.tif  
source=JPM-goEmerchant, LLC TM Release#page3.tif  
source=JPM-goEmerchant, LLC TM Release#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 12, 2012, from JPMorgan Chase Bank, a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to goEmerchant, LLC (the "Company"), a Delaware limited liability company with its principal place of business located at 100 Throckmorton St., Suite 1800, Fort Worth, TX 76102.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 1, 2010, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of November 1, 2010, among the Agent and the Company (the "Security Agreement"), the Company, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 5, 2010, at Reel 4410 and Frame 0712 and on May 25, 2012 at Reel 4788 and Frame 0510; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

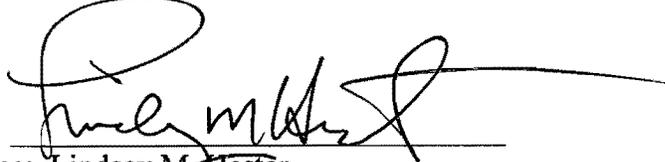
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The 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 release of the Security Interest contemplated hereby.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By:   
Name: Lindsey M. Hester  
Title: Authorized Signer

Schedule A

U.S. Trademark Registrations

<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Reel/Frame to be Released/ Recordation Date</b>
GOEMERCHANT.COM (standard characters)	2,676,246 76/126,895	(4410/0712) 11/5/2010
BUY-ME-BUTTON (standard characters)	2,692,018 76/125,628	(4410/0712) 11/5/2010
M+TERMINAL (standard characters)	N/A 85/536,626	(4788/0510) 5/25/2012
M+Terminal (standard characters)	N/A 85/536,627	(4788/0510) 5/25/2012
[Miscellaneous Design] (M+Terminal)	N/A 85/540,673	(4788/0510) 5/25/2012
[Miscellaneous Design] (M+Terminal)	N/A 85/540,676	(4788/0510) 5/25/2012