900262071 07/30/2013

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
SunTrust Bank, as Administrative Agent		07/15/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	EVO Merchant Services, LLC	
Street Address:	515 Broadhollow Road	
City:	Melville	
State/Country:	NEW YORK	
Postal Code:	11747	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3612409	ONBOARD
Registration Number:	3611666	ONBOARD
Registration Number:	2880078	EVO

CORRESPONDENCE DATA

Fax Number: 9194168363

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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

TRADEMARK REEL: 005081 FRAME: 0099 3642409

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NAME OF SUBMITTER:	John E. Slaughter	
Signature:	/John E. Slaughter/	
Date:	07/30/2013	
Total Attachments: 3 source=Termination - Suntrust to EVO#page1.tif source=Termination - Suntrust to EVO#page2.tif source=Termination - Suntrust to EVO#page3.tif		

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REEL: 005081 FRAME: 0100

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 15, 2013 ("<u>Release</u>"), is made by SUNTRUST BANK, a Georgia corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") in favor of EVO MERCHANT SERVICES, LLC, a Delaware limited liability company ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of May 30, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among EVO Payments International, LLC ("Borrower"), certain Subsidiaries of the Borrower party thereto including the Grantor, and the Administrative Agent, and the Trademark Security Agreement dated as of May 30, 2012 ("Trademark Security Agreement") by and among Grantor and Administrative Agent, Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 1, 2012 at Reel 4793 Frame 0326.

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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in and to the right, title, and interest in, to, and under all the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the Security Agreement and Trademark Security Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- 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.** Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest of any other Collateral or Trademark Collateral granted pursuant to the Security Agreement or associated Trademark Security Agreements with Borrower or any Subsidiaries.

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

Administrative Agent:

SUNTRUST BANK, a Georgia corporation,

as Administrative Agent

Bv:

Name:_ Title:__

Director

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Schedule A

Registered Marks

Mark	Reg. No.	Reg. Date
ONBOARD	3612409	04/28/09
ONBOARD and Design	3611666	04/28/09
EVO	2880078	08/31/04

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RECORDED: 07/30/2013

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