

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P.		08/30/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	BluePay Processing, LLC		
Street Address:	184 Shuman Boulevard, Suite 350		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646932	BLUEPAY	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009213		
NAME OF SUBMITTER:	Sally Sexton		
Signature:	/sallysexton/		

Date:

09/03/2013

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 30th day of August, 2013 (the “Release Date”) by Goldman Sachs Specialty Lending Group, L.P., a Delaware Limited Partnership (the “Secured Party”), for the benefit of BluePay Processing, LLC, an Illinois limited liability company (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Credit and Guaranty Agreement, dated as of April 1, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, the Debtor has entered into that certain Pledge and Security Agreement, dated as of April 1, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor;

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of April 1, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to the Debtor’s right., title and interests in and to the Trademark Collateral, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”);

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the “USPTO”) the Trademark Security Agreement, as recorded at Reel 3759, Frame 0266 on April 14, 2008 and corrected at Reel 3759, Frame 0796, on April 15, 2008; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Trademark Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

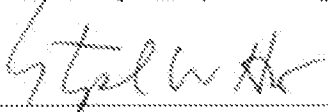
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

Goldman Sachs Specialty Lending Group, L.P.

By: 

Name: Stephen W. Hipp
Title: Senior Vice President

EXHIBIT A

The Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
BLUEPAY	76/214,543	22-Feb-2001	2646932	5-Nov-2002	BLUEPAY PROCESSING, LLC