

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING V, LLC		02/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FAIRPAY SOLUTIONS, INC.		
Street Address:	14295 MIDWAY ROAD		
Internal Address:	SUITE 300		
City:	ADDISON		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3172670	CHARGE VALIDATION ANALYSIS	
Registration Number:	3199781	FAIRPAY	
Registration Number:	3235708	FAIRPAY SOLUTIONS	
Registration Number:	3456184	FINDING THE FAIR COST OF CARE	
Registration Number:	3456183	FINDING THE FAIR COST OF HEALTHCARE	
Registration Number:	3059910	OUR CLIENTS PAY THE FAIR COST OF CARE!	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2595		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Bruce Sun, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		

CH \$165.00 3172670

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	990015/0003
NAME OF SUBMITTER:	Bruce Sun
Signature:	/bs/
Date:	03/04/2014

Total Attachments: 4  
source=FairpaySolutions-TM Release#page1.tif  
source=FairpaySolutions-TM Release#page2.tif  
source=FairpaySolutions-TM Release#page3.tif  
source=FairpaySolutions-TM Release#page4.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**") is made as of February 25, 2014 ("**Effective Date**") by and between **MIDCAP FUNDING V, LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**"), and **Fairpay Solutions, Inc.**, a Delaware corporation ("**Grantor**").

**WHEREAS**, Grantor, certain affiliates of Grantor, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement dated September 30, 2009 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**") (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extension of credit to be made to Grantor and certain of its affiliates by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other Security Documents executed by Grantor in favor of Grantee, Grantor previously granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "**Trademarks**"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee (as successor in interest to Midcap Funding I, LLC), dated September 30, 2009 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "**Trademark Security Agreement**"), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) all Trademarks, including without limitation each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("**PTO**") on October 19, 2009, at Reel 004080, Frame 0624;

**WHEREAS**, Grantor, the other Borrowers, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor's request, agreed to release its security interest in the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, discharges, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

*(Signature Page Follows)*

*(Signature Page to Release of Security Interest in Trademarks)*

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GRANTEE:**

**MIDCAP FUNDING V, LLC**, a Delaware limited liability company, as Agent and Grantee

By:   
\_\_\_\_\_  
Luis Viera  
Managing Director

**SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARKS**

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Fairpay Solutions, Inc.	CHARGE VALIDATION ANALYSIS	3172670	11/14/06
Fairpay Solutions, Inc.	FAIRPAY	3199781	01/16/07
Fairpay Solutions, Inc.	FAIRPAY SOLUTIONS	3235708	05/01/07
Fairpay Solutions, Inc.	FINDING THE FAIR COST OF CARE	3456184	07/01/08
Fairpay Solutions, Inc.	FINDING THE FAIR COST OF HEALTHCARE	3456183	07/01/08
Fairpay Solutions, Inc.	OUR CLIENTS PAY THE FAIR COST OF CARE! (Stylized)	3059910	02/21/06