

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Administrative Agent		06/13/2014	Banking corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Mercury Payment Systems, LLC
Street Address:	10 Burnett Court, Suite 300
City:	Durango
State/Country:	COLORADO
Postal Code:	81301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4050464	TRANSENTRY
Registration Number:	4074920	MTOKEN
Registration Number:	4328663	MERCURYSHIELD
Registration Number:	3625187	MPS MERCURY PAYMENT SYSTEMS
Registration Number:	3623646	MERCURYVIEW
Registration Number:	3526213	MERCURYGIFT
Registration Number:	3523057	MERCURY PAYMENT SYSTEMS
Registration Number:	3623390	MERCURYPAY
Registration Number:	3526214	MERCURY
Serial Number:	85199442	MERCURY PARTNEREXCEL

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	60348-30020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/13/2014
Total Attachments: 4 source=Trademark Release (Mercury) (Executed) (2)#page1.tif source=Trademark Release (Mercury) (Executed) (2)#page2.tif source=Trademark Release (Mercury) (Executed) (2)#page3.tif source=Trademark Release (Mercury) (Executed) (2)#page4.tif	

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of June 13, 2014, is made by Deutsche Bank Trust Company Americas, as Administrative Agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, dated as of July 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mercury Payment Systems, LLC, a Delaware limited liability company ("Borrower"), the various lenders from time to time party thereto and the Agent, the Borrower, the other grantors from time to time party thereto and Agent executed and delivered a Collateral Agreement, dated as of July 1, 2011 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement"; all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Collateral Agreement or the Credit Agreement);

WHEREAS, pursuant to the Collateral Agreement, a lien on and security interest (the "Security Interest") was granted by Borrower to the Agent, for the benefit of the Agent and the Secured Parties, in certain collateral, including the Trademark Collateral (as hereinafter defined); and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Borrower and the Agent entered into that certain Trademark Security Agreement, dated as of July 1, 2011 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 5, 2011, at Reel 004575 and Frame 0051; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule A hereto.

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto.
2. Release of Security Interest. The Agent, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademark Collateral listed on Schedule A hereto 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, in each case, at the sole cost and expense of the Borrower.

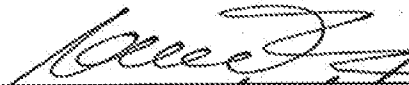
4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

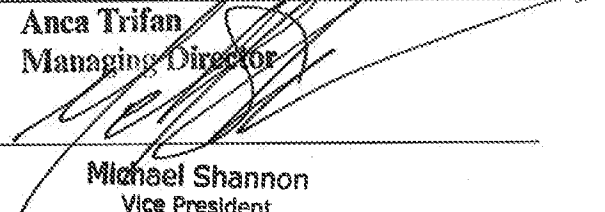
5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: 
Name: **Anca Trifan**
Title: **Managing Director**

By: 
Name: **Michael Shannon**
Title: **Vice President**

Schedule A

U.S. TRADEMARKS

Issued U.S. Trademarks of the Borrower

Registration No.	Registration Date	Mark
4050464	01-NOV-2011	TRANSENTRY TranSentry
4074920	20-DEC-2011	MTOKEN MTOKEN
4328663	30-APR-2013	MERCURYSHIELD
3625187	26-MAY-2009	MPS MERCURY PAYMENT SYSTEMS
3623646	19-MAY-2009	MERCURYVIEW
3526213	04-NOV-2008	MERCURYGIFT
3523057	28-OCT-2008	MERCURY PAYMENT SYSTEMS
3623390	19-MAY-2009	MERCURYPAY
3526214	04-NOV-2008	MERCURY

Pending U.S. Trademark Applications of the Borrower

Application No.	Application Date	Mark
85199442	16-DEC-2010	MERCURY PARTNEREXCEL