

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309798

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		07/02/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Element Payment Services, Inc.		
<b>Street Address:</b>	14415 S. 50th Street		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85044		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4228854	CARDSENSE	
<b>Registration Number:</b>	4079452	TRANSFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>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.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	60348-30020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	07/07/2014		
<b>Total Attachments: 4</b>			
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**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 July 2, 2014, is made by Silicon Valley Bank, as lender (the "Lender") under the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with the Loan and Security Agreement, dated as of June 12, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"; all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Loan Agreement), among, inter alios, Element Payment Services, Inc., a Nevada corporation (the "Borrower") and the Lender, the Lender made certain advances of money and extended certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Loan Agreement, a lien on and security interest (the "Security Interest") was granted by the Borrower to the Lender 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 Lender entered into that certain Intellectual Property Security Agreement, dated as of June 12, 2012 (the "IP Security Agreement");

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 26, 2012, at Reel 004829 and Frame 0272; and

WHEREAS, the Lender 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 IP Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release the Lender 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 Lender, 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 Lender 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.

4. Recordation. The Lender 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]



Schedule A

**U.S. TRADEMARKS**

Issued U.S. Trademarks of the Borrower

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
4228854	23-OCT-2012	CARDSENSE
4079452	03-JAN-2012	TRANSFORM