

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364565

<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>
Cortland Capital Market Services LLC, as Collateral Agent		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LML Payment Systems Corp.		
<b>Street Address:</b>	302-2659 Douglas Street		
<b>City:</b>	Victoria, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V8T 4M3		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76043291	LML PAYMENT SYSTEMS	
<b>Serial Number:</b>	76043292	LML PAYMENT SYSTEMS	
<b>Serial Number:</b>	76043294		
<b>Serial Number:</b>	77619640	YOUR PARTNER IN PAYMENTS	
<b>Serial Number:</b>	77619654	YOUR PARTNER IN PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125786666		
<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>	3122633600		
<b>Email:</b>	daniel.sylvester@hklaw.com		
<b>Correspondent Name:</b>	Daniel T. Sylvester		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	131 S. Dearborn Street, 30th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	134257-57		
<b>NAME OF SUBMITTER:</b>	Daniel T. Sylvester		
<b>SIGNATURE:</b>	/Daniel T. Sylvester/		

OP \$140.00 76043291

<b>DATE SIGNED:</b>	12/03/2015
<b>Total Attachments: 3</b> source=Digital River - Trademark Release (LML Corp#page1.tif source=Digital River - Trademark Release (LML Corp#page2.tif source=Digital River - Trademark Release (LML Corp#page3.tif	

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

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Termination"), is dated as of September 30, 2015, and made by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, in its capacity as Collateral Agent (as defined in the Second Lien Grant of Security Interest in Trademarks (as hereinafter defined)) ("Grantee") to LML PAYMENT SYSTEMS CORP., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of February 12, 2015 made by Grantor in favor of Grantee (the "Guarantee and Collateral Agreement"), a security interest was granted by the Grantor to Grantee in certain Collateral (as defined in the Guarantee and Collateral Agreement), including the Trademarks of the Grantee (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Grantor and Grantee entered into that certain Second Lien Grant of Security Interest in Trademarks (the "Trademark Security Agreement"), dated as of February 12, 2015, pursuant to which the Grantor granted to the Grantee a security interest in all of such Grantor's Trademarks (as defined in the Guarantee and Collateral Agreement), including those set forth on the attached Schedule A;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 12, 2015, at Reel 5459 and Frame 0201; and

WHEREAS, Grantee now desires to terminate and release the security interest in the collateral set forth on Schedule A hereto under the Trademark Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

Release of Security Interest. Grantee, on its own behalf and on behalf of the other Lenders (as defined in the Guarantee and Collateral Agreement), hereby terminates, releases and discharges the security interest in the Collateral set forth on Schedule A hereto and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Collateral set forth on Schedule A hereto.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

CORTLAND CAPITAL MARKET SERVICES  
LLC, as Collateral Agent

By:   
Name: **Emily Ergang Pappas**  
Title: **Associate Counsel**

SCHEDULE A

I. TRADEMARK REGISTRATIONS

Live Marks:

Application No.	Mark	Grantor
76/043291	LML PAYMENT SYSTEMS & DESIGN	LML Payment Systems Corp.
76/043292	LML PAYMENT SYSTEMS	LML Payment Systems Corp.
76/043294	DESIGN ONLY	LML Payment Systems Corp.
77/619640	YOUR PARTNER IN PAYMENTS	LML Payment Systems Corp.
77/619654	YOUR PARTNER IN PAYMENTS	LML Payment Systems Corp.

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.