

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Collateral Agent		10/13/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Harbortouch Payments, LLC		
Street Address:	2202 N. Irving Street		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4879687	HARBORTOUCH ECHO	
Registration Number:	4879691	HARBORTOUCH ELITE	
Registration Number:	4879847	TABLET KILLER	
Registration Number:	4800995	CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.	
Registration Number:	4742774	PERKWAVE	
Registration Number:	3586038	HARBORTOUCH	
Registration Number:	3294443	UNITED CASH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	crs1-41406		

OP \$190.00 4879687

NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/13/2016
Total Attachments: 5 source=41406#page1.tif source=41406#page2.tif source=41406#page3.tif source=41406#page4.tif source=41406#page5.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE dated as of October 12, 2016, is granted by Prospect Capital Corporation, a Maryland corporation, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of Harbortouch Payments, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 31, 2016 (as amended and in effect immediately prior to the date hereof, the "Trademark Security Agreement"), made by and among the Collateral Agent and the Grantor, the Grantor granted a security interest in favor of the Collateral Agent in certain collateral (the "Security Interest"), including certain Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 29, 2016 at Reel 5823 Frame 0566; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

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 adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions.

The term "Trademark Collateral," as used herein, shall mean all of each of the Grantor's right, title and interest of every kind and nature as of the date hereof in:

(a) the Trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby or associated therewith; and

(b) all: (i) extensions and renewals thereof; (ii) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof; and (iii) all rights to sue for past, present and future infringements or dilutions thereof.

All terms defined in the Trademark Security Agreement and not otherwise defined herein are used herein as defined in the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, on behalf of the Secured Parties, its Security Interest in the Trademark Collateral,

and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral 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.

4. Governing Law; Jurisdiction; Jury Trial Waiver; Etc.. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the choice of law provisions set forth in Section 6 of the Trademark Security Agreement, and all dispute resolution provisions applicable to the Trademark Security Agreement are hereby incorporated herein by reference, and shall apply to this Termination and Release *mutadis mutandis* as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

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


PROSPECT CAPITAL CORPORATION,
as Collateral Agent

By 
Name: Joseph Ferraro
Title: Authorized Signatory

[Signature Page to Termination and Release]

TRADEMARK
REEL: 005899 FRAME: 0269

SCHEDULE A
Trademark Collateral

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date
HARBORTOUCH ECHO	86449481	4879687	November 10, 2014	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016
HARBORTOUCH ELITE	86450832	4879691	November 11, 2014	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016
TABLET KILLER	86505390	4879847	January 16, 2015	January 5, 2016	HARBORTOUCH PAYMENTS, LLC	Registered January 5, 2016
CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.	86356905	4800995	August 4, 2014	August 25, 2015	HARBORTOUCH PAYMENTS, LLC	Registered August 25, 2015
PERKWAVE	86392962	4742774	September 12, 2014	May 26, 2015	HARBORTOUCH PAYMENTS, LLC	Registered May 26, 2015
HARBORTOUCH and Design	77496106	3586038	June 11, 2008	March 10, 2009	HARBORTOUCH PAYMENTS, LLC	Registered March 6, 2015
						

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date
UNITED CASH SOLUTIONS	76628728	3294443	January 20, 2005	September 18, 2007	HARBORTOUCH PAYMENTS, LLC	Registered September 18, 2013

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RECORDED: 10/14/2016