## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM401972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citizens Bank National Association, as Collateral Agent		10/13/2016	ASSOCIATION: UNITED STATES

### **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

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: 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 Waldorf, MARYLAND 20602 Address Line 4:

ATTORNEY DOCKET NUMBER:	crs1-41405
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/13/2016
Total Attachments: 3	
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# TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE dated as of October 13, 2016 ("<u>Termination and Release</u>"), is granted by Citizens Bank National Association, as collateral agent for the Secured Parties (as defined in the Agreement referenced below) (in such capacity, the "<u>Collateral Agent</u>"), in favor of Harbortouch Payments, LLC, a Delaware limited liability company (the "<u>Borrower</u>").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 31, 2016, made by and among the Collateral Agent and the Borrower and recorded in the Trademark Division of the United States Patent and Trademark Office on May 31, 2016 at Reel 5802 Frame 0984 (the "Agreement") security interests and guaranties (collectively, the "Security Interests") were granted by the Borrower in favor of the Collateral Agent in certain collateral, including certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interests 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 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 the Borrower'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 <u>Schedule A</u> 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 as of the date hereof 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 uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as referenced in the Agreement.

2. <u>Release of Security Interests</u>. The Collateral Agent hereby terminates, releases and discharges its Security Interests 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. <u>Further Assurances</u>. 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 Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release as of the date first above written.

CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: Maland All Clare.
Name: Michael J. M. Walton

Title: Vice President

**RECORDED: 10/14/2016** 

# SCHEDULE A Trademark Collateral

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status
HARBORTOUCH	86449481	4879687	November 10,	January 5, 2016	HARBORTOUCH	Registered
ЕСНО			2014		PAYMENTS, LLC	January 5, 2016
HARBORTOUCH	86450832	4879691	November 11,	January 5, 2016	HARBORTOUCH	Registered
ELITE			2014		PAYMENTS, LLC	January 5, 2016
TABLET KILLER	86505390	4879847	January 16, 2015	January 5, 2016	HARBORTOUCH	Registered
					PAYMENTS, LLC	January 5, 2016
CUSTOMER	86356905	4800995	August 4, 2014	August 25, 2015	HARBORTOUCH	Registered
FOCUSED.					PAYMENTS, LLC	August 25, 2015
TECHNOLOGY						
DRIVEN.						
PERKWAVE	86392962	4742774	September 12,	May 26, 2015	HARBORTOUCH	Registered
			2014		PAYMENTS, LLC	May 26, 2015
HARBORTOUCH	77496106	3586038	June 11, 2008	March 10, 2009	HARBORTOUCH	Registered
and Design					PAYMENTS, LLC	March 6, 2015
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SOLUTIONS	70020720	02) 1110	January 20, 2005	2007	PAYMENTS, LLC	September 18,
						2013