

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		01/06/2017	National Banking Association: SWITZERLAND
RECEIVING PARTY DATA			
Name:	First American Payment Systems, L.P.		
Street Address:	100 Throckmorton Street Suite 1800		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2734851	MERIMAC CAPITAL	
Registration Number:	2255517	SECUR-CHEX	
Registration Number:	3094805	FIRSTFUND	
Registration Number:	3203268	FIRSTVIEW	
Registration Number:	3407667	FIRSTADVANTAGE THE FIRST CHOICE FOR GIFT	
Registration Number:	3256990	FIRSTADVANTAGE	
Serial Number:	85548776	MBEACON	
Serial Number:	85548769	MBEACON	
Serial Number:	85526262	XION	
Serial Number:	85728319	FIRST ON BOARD	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	marli.sussman@friedfrank.com		
Correspondent Name:	Marli Sussman		
Address Line 1:	One New York Plaza		
Address Line 2:	c/o Fried Frank		

CH \$265.00 2734851

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Marli Sussman

SIGNATURE: /s/ Marli Sussman

DATE SIGNED: 01/13/2017

Total Attachments: 4

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”) is made as of January 6, 2017 (“Effective Date”) from Credit Suisse AG, a national banking association, located at Eleven Madison Avenue, New York, NY 10010, in its capacity as Administrative Agent (the “Agent”) in favor of First American Payment Systems, L.P., a Texas limited partnership, located at 100 Throckmorton Street Suite 1800, Fort Worth, TX 76102 (the “Borrower”). All capitalized terms used but not defined herein have the meanings provided or provided by reference in the Trademark Security Agreement (as that term is defined below).

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement dated as of October 12, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Guarantee and Collateral Agreement”), Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in Trademark Rights, dated as of October 12, 2012 (the “Trademark Security Agreement”) between Agent and Borrower, Borrower, by reference to the Second Lien Guarantee and Collateral Agreement, reaffirmed its intent to grant the security interest to the Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2012 at Reel 4888, Frame 0075;

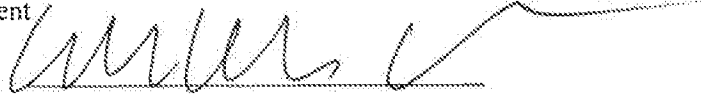
NOW, THEREFORE, without recourse, representation or warranty and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels and releases its security interest in the Collateral, including the Collateral set forth on Schedule A hereto, and any right, title or interest of the Agent in such Collateral shall hereby cease and become void.

The Agent shall take all further actions, and provide to Borrower, its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Borrower and at Borrower’s expense to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office record this Release.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Agent

By: 

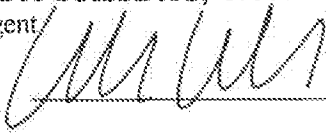
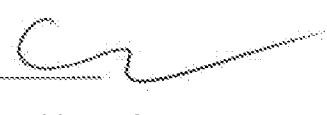
Name: Robert Hetu Whitney Gaston

Title: Authorized Signatory Authorized Signatory

[Signature Page to Release of Trademarks- Second Lien]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Agent

By:  

Name: Robert Hetu Whitney Gaston

Title: Authorized Signatory Authorized Signatory

[Signature Page to Release of Trademarks- Second Lien]

SCHEDULE A

<u>Trademark</u>	<u>Registration or Serial Number</u>
MERIMAC CAPITAL (standard characters)	2,734,851
SECUR-CIEX (standard characters)	2,255,517
FIRSTFUND (standard characters)	3,094,805
FIRSTVIEW (standard characters)	3,203,268
FIRST ADVANTAGE THE FIRST CHOICE FOR GIFT & LOYALTY (and design)	3,407,667
FIRSTADVANTAGE (standard characters)	3,256,990
MBEACON (standard characters)	85/548,769
MBEACON (standard characters)	85/548,776
XION (standard characters)	85/526,262
FIRST ON BOARD	85/728,319