

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAIN STREET CAPITAL CORPORATION		02/28/2017	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Empowerment Ventures, LLC
Street Address:	4701 Creek Road, Suite 200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45242
Entity Type:	Limited Liability Company: DELAWARE
Name:	UniRush, LLC
Street Address:	4701 Creek Road, Suite 200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45242
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	86593045	#RISETOTHRIVE
Serial Number:	86129659	CARBON RUSHCARD
Serial Number:	86129678	CARBON RUSHCARD
Serial Number:	86129402	EDGE RUSHCARD
Serial Number:	86129443	EDGE RUSHCARD
Serial Number:	86129585	GLOSS RUSHCARD
Serial Number:	86129611	GLOSS RUSHCARD
Serial Number:	86129630	MIDNIGHT RUSHCARD
Serial Number:	86129645	MIDNIGHT RUSHCARD
Serial Number:	78355592	MOVING MONEY AT THE SPEED OF LIFE
Serial Number:	85858664	PAY YOUR OWN WAY
Serial Number:	85858665	PAY YOUR OWN WAY
Serial Number:	85797425	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85797434	
Serial Number:	85814481	R RUSHCARD
Serial Number:	85814482	RRUSHCARD
Serial Number:	76556741	RAPID!
Serial Number:	76611365	RAPID! \$
Serial Number:	78355605	RAPID! DOLLARS
Serial Number:	78355485	RAPID! PAYCARD
Serial Number:	76556567	RAPIDOLLARS
Serial Number:	86592227	RISE TO THRIVE
Serial Number:	85566475	RUSH UNLIMITED
Serial Number:	85153406	RUSHCARD
Serial Number:	85054658	RUSHCARD
Serial Number:	85054857	RUSHCARD
Serial Number:	76976149	RUSHCARD
Serial Number:	85757545	RUSHCARD LIVE
Serial Number:	85757571	RUSHCARD LIVE
Serial Number:	85493706	RUSHGOALS
Serial Number:	86129521	SEQUIN KLS RUSHCARD
Serial Number:	86129508	SEQUIN KLS RUSHCARD
Serial Number:	86129487	SUEDE KLS RUSHCARD
Serial Number:	86129463	SUEDE KLS RUSHCARD
Serial Number:	78854829	UNIRUSH
Serial Number:	86129533	24K RUSHCARD
Serial Number:	86129546	24K RUSHCARD
Serial Number:	78854894	
Serial Number:	76976156	
Serial Number:	85153402	

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Adam Siegartel

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 32025-003

NAME OF SUBMITTER:	Adam Siegartel
SIGNATURE:	/Adam Siegartel/
DATE SIGNED:	03/13/2017
Total Attachments: 5 source=IP Security Release#page1.tif source=IP Security Release#page2.tif source=IP Security Release#page3.tif source=IP Security Release#page4.tif source=IP Security Release#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE, dated as of February 28, 2017 (this "Release"), is made by **MAIN STREET CAPITAL CORPORATION**, a Maryland Corporation ("Agent"), in its capacity as administrative agent and collateral agent, under that certain Intellectual Property Security Agreement dated as of February 2, 2016 (including any subsequent amendments, supplements, and modifications, the "IP Security Agreement") by and among Agent, **EMPOWERMENT VENTURES, LLC**, a Delaware limited liability company ("Holdings"), **UNIRUSH, LLC**, a Delaware limited liability company ("Company"), and each of the Company's subsidiaries, current and future, from time to time party hereto (such subsidiaries collectively with Holdings and Company, "Grantors").

WHEREAS, pursuant to the IP Security Agreement that was recorded in the records of the United States Patent and Trademark Office on February 4, 2016 (1) at reel 037661, frame 0503, and (2) at reel 005724, frame 0250, Grantors granted to Agent a continuing security interest in all of Grantors' right, title, and interest in, to, and under its owned or thereafter acquired trademarks and patents, including those set forth on the Schedule A and Schedule B attached to this Release (the "Released Collateral"); and

WHEREAS, Grantors have requested and Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office that evidences and effects the termination, cancellation, release, and discharge of Agent's security interest in the Released Collateral and any other intellectual property encompassed by the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Agent and the Grantors acknowledge, Agent does hereby, in each case without recourse, representation, or warranty of any kind whatsoever (except as expressly outlined below) on a worldwide basis, (a) terminate and cancel the liens, security interests, and mortgages without exception created under the IP Security Agreement, including but not limited to in connection with the Released Collateral, (b) release its security interest without exception in the Released Collateral and any other intellectual property encompassed by the IP Security Agreement, and (c) discharge without exception any and all rights, title, and interest that Agent has in the security interest granted to Agent in the Released Collateral. This termination, cancellation, release, and discharge encompasses but is not limited to (i) all goodwill symbolized by the Released Collateral, and (ii) all proceeds, products, rents, profits, and any monetary amounts whatsoever related to the Released Collateral and any other intellectual property encompassed by the IP Security Agreement, including without limitation any claim by the Agent against third parties for past, present, or future infringement, dilution, or any other violation or injury concerning the Released Collateral or the goodwill symbolized by the Released Collateral.

Agent agrees to promptly execute, at Grantors' expense, all additional documents and assist in all proceedings to perfect, register, and record this termination, cancellation, release, and discharge of security interests as Grantors and its successors and assigns may reasonably deem appropriate, in form and substance reasonably satisfactory to Agent and Grantors, and any additional documents that are reasonably necessary to accomplish the intent of this Release.

The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

This Release and all of the provisions hereof shall be binding on and inure to the benefit of Agent, Grantors, and their respective successors and assigns.

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation ("Agent")

By: 
Name: Curtis L. Hartman
Title: Senior Managing Director

SCHEDULE A

Granted Patents and Patent Applications

<u>Title</u>	<u>Application Publication No.</u>	<u>Patent Number</u>	<u>Date Filed</u>
Systems for Associating Temporary Payment Cards With Financial Accounts	13904668	N/A	Dec. 5, 2013

SCHEDULE B**Registered Trademarks and Trademark Applications**

Mark	Serial Number	Registration Number	Date Filed
#RISETOTHRIVE	86-593045		4/10/2015
CARBON RUSHCARD	86-129659	4618759	11/26/2013
CARBON RUSHCARD	86-129678	4782699	11/26/2013
EDGE RUSHCARD	86-129402	4622490	11/26/2013
EDGE RUSHCARD	86-129443	4626252	11/26/2013
GLOSS RUSHCARD	86-129585	4622493	11/26/2013
GLOSS RUSHCARD	86-129611	4626255	11/26/2013
MIDNIGHT RUSHCARD	86-129630	46168757	11/26/2013
MIDNIGHT RUSHCARD	86-129645	4626256	11/26/2013
MOVING MONEY AT THE SPEED OF LIFE	78-355592	3117962	1/22/2004
PAY YOUR OWN WAY	85-858664	4618185	2/25/2013
PAY YOUR OWN WAY	85-858665	4,530,693	2/25/2013
R and Design	85-797425	4,412,274	12/7/2012
R and Design	85-797434	4,538,935	12/7/2012
R RUSHCARD and Design	85-814481	4,412,295	1/3/2013
R RUSHCARD and Design	85-814482	4,538,977	1/3/2013
RAPID!	76-556741	3247918	11/4/2003
RAPID! \$ and Design	76-611365	3025840	9/7/2004
RAPID! DOLLARS	78/355605	3014018	1/22/2004
RAPID! PAYCARD	78/355485	3165975	1/22/2004
RAPIDOLLARS	76/556567	3024159	11/4/2003
RISE TO THRIVE	86/592227		4/10/2015
RUSH UNLIMITED	85-566475	4,245,049	3/12/2012
RUSHCARD and Design	85-153406	3,981,059	10/15/2010
RUSHCARD	85-054658	3,959,733	6/4/2010
RUSHCARD	85-054857	3,984,104	6/4/2010
RUSHCARD	76-976149	2,826,230	7/3/2002
RUSHCARD LIVE	85-757545	4,511,704	10/18/2012
RUSHCARD LIVE	85-757571	4,511,705	10/18/2012

Mark	Serial Number	Registration Number	Date Filed
RUSHGOALS	85-493706	4,335,801	12/13/2011
SEQUIN KLS RUSHCARD	86-129521	4626254	11/26/2013
SEQUIN KLS RUSHCARD	86-129508	4622492	11/26/2013
SUEDE KLS RUSHCARD	86-129487	4626253	11/26/2013
SUEDE KLS RUSHCARD	86-129463	4622491	11/26/2013
UNIRUSH	78-854829	3,773,617	10/15/2010
24K RUSHCARD	86129533		11/26/2013
24K RUSHCARD	861295Ve46		11/26/2013
Design	85153402	3974044	6/7/2011
Design	78854894	3779593	4/20/2010
Design	76976156	2821696	3/9/2004