

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423468

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/11/2017	Bank: OHIO

RECEIVING PARTY DATA

Name:	IPAYMENT, INC.
Street Address:	30721 Russell Ranch Road
Internal Address:	Suite 200
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2871023	E
Registration Number:	2454967	QUICKCOMMERCE
Registration Number:	2836525	IPAYMENT
Registration Number:	3733920	IPAYMENT
Registration Number:	3497619	CAMBRIDGE PAYMENT SYSTEMS
Registration Number:	2810233	
Registration Number:	2619094	ONLINE APP
Registration Number:	2938442	DRIVING EPROGRESS
Serial Number:	85701077	IEMPLOYEE
Registration Number:	4231618	IACCESS
Registration Number:	4269045	IADVANTAGE
Registration Number:	4269046	IADVANTAGE
Registration Number:	4280415	IBUY
Registration Number:	4280821	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4280822	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4302116	IADVANTAGE
Registration Number:	4165785	IFILESAFE
Registration Number:	4155968	IHOMEPAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4155979	IACCOUNTING
Registration Number:	4310569	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4306982	ILEGAL
Registration Number:	4509361	IPAYMENT
Registration Number:	3998975	CARDSYNC
Registration Number:	3745496	FLAGSHIP MERCHANT SERVICES
Registration Number:	3851763	FLAGSHIP MERCHANT SERVICES

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169556
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	04/12/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 11, 2017 (“**Effective Date**”) by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the holders of the Secured Obligations (in such capacity, “**Agent**”), in favor of IPAYMENT, INC. (“**Grantors**”). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Securities Agreement (defined below).

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated May 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) pursuant to the terms and conditions of that certain Security Agreement dated as of May 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**,” and together with the Trademark Security Agreement, the “**Collateral Agreements**”), to which Grantor and Agent, as Administrative Agent, are parties.

WHEREAS, pursuant to the terms and conditions of the Collateral Agreements, Grantor pledged and granted to Agent for the benefit of the holders of the Secured Obligations a lien on and security interest in and to (the “**Security Interest**”) all of its right, title and interest in, to and under all the following Collateral of Grantor (collectively, the “**Trademark Collateral**”): (i) all Trademarks and Trademark Licenses listed on Schedule A hereto; and (ii) all Proceeds of any and all of the foregoing.

WHEREAS, certain notices of such grant were individually recorded with the Trademark Division of the United States Patent and Trademark Office: (1) on May 6, 2011, at Reel 004536 and Frame 0428; (2) on May 6, 2011 at Reel 004536 and Frame 0422; (3) on May 6, 2011, at Reel 004536 and Frame 0384; (4) on June 4, 2013 at Reel 005041 and Frame 0183, (5) on October 22, 2014 at Reel 5385 and Frame 0762, and (6) on October 22, 2014 at Reel 5385 and Frame 0751.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states, on behalf of itself and the holders of the Secured Obligations, as follows:

1. Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, discharges, cancels and releases in full any and all security interests (including the Security Interest) it or any holders of the Secured Obligations has in, to and under the Trademark Collateral, including arising under the Trademark Security Agreement and Security Agreement and (iii) re-assigns to Grantor any and all such right, title and interest that it or any holders of the Secured Obligations may have in the applicable Trademark Collateral of Grantor. Any security interest or other right, title or interest of Agent or any holders of the Secured Obligations in such Trademark Collateral shall cease and become void.


2. Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor’s sole cost and expense, to more fully and effectively evidence, record, and effectuate the purposes of this Release. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent’s rights under each of the Collateral Agreements, with respect to the Trademark Collateral.

3. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered, on behalf of itself and the holders of the Secured Obligations, by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.
as the Agent

By: _____


Name: **Sandeep S. Parihar**
Title **Vice President**

[Signature Page to First Lien Trademark Security Release]

TRADEMARK
REEL: 006032 FRAME: 0577

Schedule A
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

004536/0428

Mark	Status	App. No.	Filing Date	Registration No.	Registration Date	Publish Date
E and Design	Registered	76495443	3/6/03	2871023	8/10/04	5/18/03
QUICKCOMMER CE	Registered	75897431	1/18/00	2454967	5/29/01	3/6/01

004536/0422

Mark	Status	App. No.	Filing Date	Registration No.	Registration Date	Publish Date
IPAYMENT and Design	Registered	78222643	3/6/03	2836525	4/27/04	1/6/04
IPAYMENT and Design	Registered	77748825	6/1/09	3733920	1/5/10	10/20/09
CAMBRIDGE PAYMENT SYSTEMS	Registered	77034856	11/2/06	3497619	9/9/08	6/24/08

004536/0384

Mark	Status	App. No.	Filing Date	Registration No.	Registration Date
Design Only OnLine Data Corp.	Registered	76494937	3/6/03	2810233	2/3/04
ONLINE APP	Registered	75924495	2/22/00	2619094	9/10/02
DRIVING EPROGRESS	Registered	76060234	5/31/00	2938442	4/5/05

5041/0183

Mark	Application/Registration No.	Goods/Services	Status	Publish Date
IEMPLOYEE	U.S. Application No. 85701077	administration of business payroll for others (Class 35)	Filed 8-10-2012	
IACCESS	U.S. Registration No. 4231618	credit card payment processing services; merchant services, namely, payment	Registered 10-23-2012	

		transaction processing services (Class 36)		
IADVANTAGE	U.S. Registration No. 4269045	administration of a program for enabling participants to obtain discounts on products and services; promoting the goods and services of others by providing a website featuring discount information on the goods and services of others (Class 35)	Registered 01-01-2013	
IADVANTAGE	U.S. Registration No. 4269046	Credit card payment processing services; merchant services, namely, payment transaction processing services (Class 36)	Registered 01-01-2013	
IBUY	U.S. Registration No. 4280415	Promoting the goods and services of others by providing a website featuring discounts on the goods and services of others (Class 35)	Registered 01-22-2013	
WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	U.S. Registration No. 4280821	Administration of a program for enabling participants to obtain discounts on products and services; promoting the goods and services of others by providing a website featuring discount information on the goods and services of others (Class 35)	Registered 01-22-2013	
WHERE SMALL BUSINESS AND TECHNOLOGY UNITE.	U.S. Registration No. 4280822	Credit card payment processing services; merchant services, namely, payment transaction processing services (Class 36)	Registered 01-22-2013	

5385/0762

Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date	Publish Date
IADVANTAGE	Registered	85361478	7/1/11	4302116	3/12/13	6/5/12
IFILESAFE	Registered	85361493	7/1/11	4165785	6/26/12	12/6/11
IHOMEPAGE	Registered	85361991	7/1/11	4155968	7/5/12	4/3/12
IACCOUNTING	Registered	85378911	7/22/11	4155979	6/5/12	4/3/12
WHERE SMALL BUSINESS AND TECHNOLOGY UNITE	Registered	85602973	4/19/12	4310569	3/26/13	
ILEGAL	Registered	85606478	4/24/12	4306982	3/19/13	9/16/12
IPAYMENT	Registered	85882717	3/21/13	4509361	1/21/14	1/21/14
CARDSYNC	Registered	77894475	12/16/09	3998975	7/19/11	

5385/0751

Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date	Publish Date
FLAGSHIP MERCHANT SERVICES	Registered	78922969	7/5/06	3745496	2/2/10	2/10/09
FLAGSHIP MERCHANT SERVICES	Registered	78923624	7/6/06	3851763	9/21/10	