

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		06/30/2017	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND
RECEIVING PARTY DATA			
Name:	TOTAL MERCHANT SERVICES, INC.		
Street Address:	21650 OXNARD STREET		
City:	WOODLAND HILLS		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4805566	GROOVV	
Registration Number:	4714132	GROOVV	
Serial Number:	86158573	GROOVV	
Serial Number:	86046926	GROOVV	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0814		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/01/2017		
Total Attachments: 3			

OP \$115.00 4805566

source=Montana - TMS Release of Intellectual Property Security Agreement executed#page1.tif

source=Montana - TMS Release of Intellectual Property Security Agreement executed#page2.tif

source=Montana - TMS Release of Intellectual Property Security Agreement executed#page3.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Release"), dated as of June 30, 2017 is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, acting through one or more of its branches or affiliates, as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Agent"), in favor of TOTAL MERCHANT SERVICES, INC. ("TMS"), a California corporation with a principal office at 21650 Oxnard Street, Woodland Hills, California 91367, TMS Funding Inc., a Nevada corporation, and Total Payments, Inc., a Nevada corporation (collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, TMS and the Agent entered into that certain Credit Agreement, dated as of December 5, 2014 (the "Credit Agreement"), pursuant to which the Grantors executed and delivered to the Agent that certain Intellectual Property Security Agreement, dated as of December 5, 2014 (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit Agreement and the Intellectual Property Security Agreement, each Grantor pledged, assigned, transferred, and granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of the following property of the Grantors, in each case, wherever located and whether then owned or any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Released Collateral"): all Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including the patents, patent applications, and trademark registrations and applications set forth on Schedule 1 hereto; and

WHEREAS, pursuant to the payoff letter dated June 30, 2017, the Agent desires to terminate and release the Security Interest in the Released Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent on behalf of the Secured Parties, hereby terminates, releases and forever discharges fully the Intellectual Property Security Agreement and any security interest it has, including the Security Interest, in the Released Collateral, and retransfers and reassigns to each Grantor any right, title or interest the Agent may have in, to or under such Grantor's Released Collateral. This release is given and will be effective without any recourse to the Agent (whether as Collateral Agent or in any other agent capacity) and without any statement, representation, warranty, promise or undertaking by Agent (whether as Administrative Agent or in any other agent capacity).

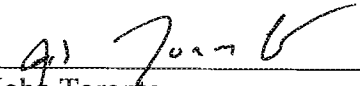
The Agent hereby authorizes the Grantors or their respective authorized representatives to (i) record this Release with the United States Patent and Trademark Office and U.S. Copyright Office and/or (ii) otherwise record or file this Release in the applicable governmental office or agency.


This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, AS COLLATERAL AGENT**

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

COPYRIGHTS

None.

PATENTS

Debtor/Grantor	Title	Filing Date/ Issued Date	Application/ Registration No.
Total Merchant Services, Inc.	ANDROID TO ANALOG BIDIRECTIONAL COMMUNICATION AND METHODS THEREFOR	5/1/14 (first provisional filing date)	TMS1-P001P (provisional patent ID)

TRADEMARKS

Debtor/Grantor	Title	Jurisdiction	Filing Date / Issued Date	Appl. No. / Reg. No.
Total Merchant Services, Inc.	GROOVV	Canada	03-Dec-2013	1654642
Total Merchant Services, Inc.	GROOVV (stylized)	Canada	04-Jul-2014	1683837
Total Merchant Services, Inc.	GROOVV	United States	06-Jan-2014	86158573
Total Merchant Services, Inc.	GROOVV	United States	01-Sep-2015	4805566
Total Merchant Services, Inc.	GROOVV	United States	31-Mar-2015	4714132
Total Merchant Services, Inc.	GROOVV	United States	23-Aug-2013	86046926