

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC Lending, LLC		07/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PayLease LLC		
Street Address:	9330 Scranton Road, Suite 450		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3507594	PAYLEASE	
Registration Number:	4640178	PL PAYLEASE YOUR PROPERTY PAYMENT CONNEC	
Registration Number:	4617583	PL PAYLEASE	
Registration Number:	4617570	PL	
Registration Number:	4617708	PAYLEASE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-341		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	07/19/2017		

CH \$140.00 3507594

Total Attachments: 4

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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (the "Release") is made as of this 18th day of July 2017, by TC Lending, LLC, as administrative agent for certain lenders ("Agent") pursuant to that certain Credit Agreement, dated as of March 6, 2015, as amended from time to time (the "Credit Agreement") in favor of PayLease LLC (the "Grantor") and certain of its affiliates (each a "Loan Party" and collectively, the "Loan Parties").

WHEREAS, pursuant to the Credit Agreement, Loan Parties made that certain Trademark Security Agreement, dated March 6, 2015 (the "Security Agreement") in favor of Agent;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on March 6, 2015, at Reel/Frame 5473/0280; and

WHEREAS, pursuant to the Security Agreement, Loan Parties granted to Agent a continuing security interest in its right, title and interest in to, and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto,

right to obtain all renewals thereof.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Agent, in its capacity as agent for the Lenders (as defined in the Credit Agreement), hereby unconditionally and expressly releases and terminates its security interest in and to the Trademarks, and Agent hereby assigns any such right, title and interest it may have in the Trademarks (if any) to Loan Parties. Agent further agrees to execute and deliver to Loan Parties (at the sole cost and expense of the Loan Parties) any and all further documents or instruments and do any and all further acts which Loan Parties reasonably request in order to confirm this Release. This Release shall be binding upon Agent's legal representatives, assigns and successors.

TC LENDING, LLC, in its capacity as Agent

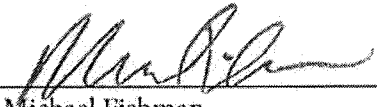
By: 
Name: Michael Fishman
Title: Co-Chief Executive Officer

EXHIBIT A




DOC ID - 26430798.2

TRADEMARK
REEL: 006109 FRAME: 0535

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

OWNER: Paylease LLC

Mark	Registrant	Jurisdiction	Status	Reg. Number
PAYLEASE	Paylease LLC	USA	Issued	3507594
PL PAYLEASE YOUR PROPERTY PAYMENT CONNECTION  PayLease <small>Your Property. Always Connected.</small>	Paylease LLC	USA	Issued	4640178
PL PAYLEASE  PayLease	Paylease LLC	USA	Issued	4617583
PL (house logo) 	Paylease LLC	USA	Issued	4617570
PayLease	PayLease LLC	USA	Issued	4617708

Applications of Registration of Trademarks

None