

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Finance LLC		08/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	vXchnge Holdings, LLC		
Street Address:	vXchnge Holdings, LLC		
Internal Address:	1501 West Cleveland Street		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85934743	VXCHNGE	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	(212) 530-5000		
Email:	trademark@milbank.com		
Correspondent Name:	Nathaniel T. Browand		
Address Line 1:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 2:	28 Liberty Street, 47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	33901.62100		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	08/11/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 10, 2017 (the “Effective Date”), is made by CIT FINANCE LLC, in its capacity as Administrative Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 1, 2015, by and among the Agent, the Grantor and the Loan Parties party thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 1, 2015 (the “Trademark Security Agreement”), for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 1, 2015 at Reel/Frame 5526/0925;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to all trademarks, including the trademark registrations set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the trademark collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CIT FINANCE LLC, acting in its capacity as
Agent for the Lenders**

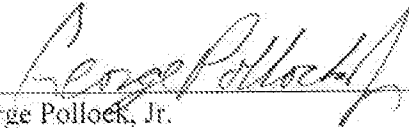
By: David N. Pannullo
Name: David N. Pannullo
Title: Vice President

Trademark Release

**TRADEMARK
REEL: 006128 FRAME: 0166**

GRANTOR:

VXCHNGE HOLDINGS, LLC

By: 
George Pollock, Jr.
Senior Vice President

Trademark Release

TRADEMARK

REEL: 006128 FRAME: 0167

**SCHEDULE I
to
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

SCHEDULE I

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

Owner	Country	Mark	Reg. No.	Serial No.	Status
VXCHNGE HOLDINGS, LLC	USA	VXCHNGE	4,526,987	85-934743	Registered

#4837-3722-8876v4