

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Resigning Agent		09/21/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Successor Agent		
Street Address:	1300 Thames Street - 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4528032	ELEMENT PAYMENT SERVICES	
Registration Number:	4500557	TRIPOS	
Registration Number:	4228854	CARDSENSE	
Registration Number:	4079452	TRANSFORM	
Serial Number:	86216847	PAYMENTS2GO	
Serial Number:	86083248	TRANSFORM PAYMENTS2GO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042742-0096		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		

OP \$165.00 4528032

DATE SIGNED:	10/11/2017
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Total Attachments: 5

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**NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

Reference is made to (i) that certain Second Amended and Restated Loan Agreement, dated as of October 14, 2016 (as amended by that certain Incremental Amendment No. 2, dated as of August 7, 2017, and that certain Incremental Amendment No. 3, dated as of August 9, 2017 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ELEMENT PAYMENT SERVICES, INC. (the "Debtor"), JPMORGAN CHASE BANK, N.A. ("JPMorgan Chase") acting as collateral agent (the "Agent") and as administrative agent, and certain other parties named therein; (ii) that certain Amended and Restated Security Agreement, dated as of June 13, 2014, among Debtor, Agent and the other debtors party thereto (as the same may be amended, restated, amended and restated or otherwise modified from time to time, the "Security Agreement"); and (iii) that certain Trademark Collateral Agreement, dated as of June 13, 2014, by the Debtor in favor of the Agent (the "Trademark Collateral Agreement"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

WHEREAS, pursuant to the Trademark Collateral Agreement, which was recorded with the United States Patent and Trademark Office on July 29, 2014 at Reel/Frame 5331/0863, the Debtor assigned, mortgaged and pledged as collateral security and granted to the Agent for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and a right of set-off against, all right, title, and interest of such Debtor, whether then owned or existing or thereafter created, acquired or arising, in and to all of the following (collectively, the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application owned by the Debtor that is registered or the subject of a pending application with any United States federal government authority, other than to the extent the same constitutes Excluded Property, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, JPMorgan Chase, as resigning Agent (the "Resigning Agent") and in other capacities, and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as successor Agent (the "Successor Agent") and in other capacities, are parties to that certain Resignation and Appointment Agreement, dated as of September 21, 2017 (the "Successor Agent Agreement"), pursuant to which JPMorgan Chase, resigned as Agent and from other capacities under the Loan Documents (as defined in the Credit Agreement), and appointed Morgan Stanley as the successor Agent and to other capacities under the Loan Documents, and the Borrower and the Required Lenders (each as defined in the Credit Agreement) consented to the same; and

WHEREAS, the Resigning Agent and the Successor Agent have agreed to execute this Notice to evidence the transfer and assignment of the Resigning Agent's security interest in the Trademark Collateral for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The effective date of this Notice shall be September 21, 2017 (the "Effective Date").

Pursuant to the Successor Agent Agreement, as of the Effective Date, the Resigning Agent assigned to the Successor Agent the security interest granted to the Resigning Agent under the Security Agreement and the Trademark Collateral Agreement, and the Successor Agent assumed such security interest, for its benefit and for the benefit of the other Secured Parties.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Collateral Agreement to "Agent" is deemed to be a reference to Morgan Stanley, in its capacity as Successor Agent, (b) Morgan Stanley becomes vested with all of the rights, powers, duties, obligations and other interests of the Agent under the Security Agreement and the Trademark Collateral Agreement, and (c) JPMorgan Chase is discharged from its rights, powers, duties, obligations and other interests as Agent under the Security Agreement and the Trademark Collateral Agreement, except to the extent otherwise expressly provided in the Successor Agent Agreement.

This Notice is to provide notice of the assignment and other matters effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such matters are set forth in the Successor Agent Agreement.

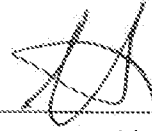
This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Resigning Agent

By: _____



Name:

Nicholas Gitron-Beer

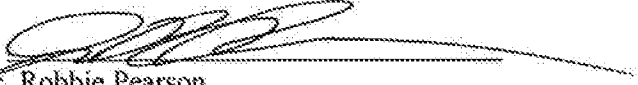
Title:

Vice President


[Notice of Assignment of Security Interest in Trademark Collateral (Element Payment Services)]

TRADEMARK
REEL: 006179 FRAME: 0761

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Successor Agent

By: 
Name: Robbie Pearson
Title: Authorized Signatory

SCHEDULE A

Title	Reg. No./ App. No.
PAYMENTS2GO	86216847
TRANSFORM PAYMENTS2GO	86083248
ELEMENT PAYMENT SERVICES 	4528032
TRIPOS	4500557
CARDSENSE	4228854
TRANSFORM	4079452