

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM452787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP		11/30/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SECURITY CARD BP HOLDINGS, LLC		
<b>Street Address:</b>	2653 W. Oxford Loop		
<b>Internal Address:</b>	Suite 108		
<b>City:</b>	Oxford		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	38655		
<b>Entity Type:</b>	Limited Liability Company: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4581760	SOURCEPOINT	
<b>Registration Number:</b>	5156984	GO FUND IT	
<b>Serial Number:</b>	86722552	BRIDGEWAY PAYMENT SYSTEMS	
<b>Serial Number:</b>	86761792	BRIDGEWAY PAY	
<b>Serial Number:</b>	86948478	SECURITY NATIONAL PAYMENT SYSTEMS	
<b>Serial Number:</b>	86965561	CLEAR TECH PAYMENTS	
<b>Serial Number:</b>	86965559	CLEAR TECHNOLOGY PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8397		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Justin D. Lee		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		

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<b>ATTORNEY DOCKET NUMBER:</b>	Justin D. Lee - 45382.001
<b>NAME OF SUBMITTER:</b>	Justin D. Lee
<b>SIGNATURE:</b>	/Justin D. Lee/
<b>DATE SIGNED:</b>	11/30/2017
<b>Total Attachments: 3</b> source=BluePay - 1L Trademark Release Reel 6126 Frame 0344_WEIL_96365377_1#page1.tif source=BluePay - 1L Trademark Release Reel 6126 Frame 0344_WEIL_96365377_1#page2.tif source=BluePay - 1L Trademark Release Reel 6126 Frame 0344_WEIL_96365377_1#page3.tif	

## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 30, 2017 (this “Release”), is made by ANTARES CAPITAL LP, a Delaware limited partnership (the “Successor Agent”) for the benefit of Agent and Lenders (as defined in the Trademark Security Agreement referred to below).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 30, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among BluePay Processing, LLC, a Delaware limited liability company (f/k/a BluePay Processing, Inc.) (the “Borrower”), the other Credit Parties party thereto, and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers provided for extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, pursuant to the Guaranty and Security Agreement dated as of August 30, 2013 (the “Security Agreement”) and the terms and conditions of that certain Trademark Security Agreement, dated as of August 7, 2017 by Security Card BP Holdings, LLC, a Mississippi limited liability company (the “Grantor”), Grantor granted to Successor Agent for the benefit of the Secured Parties a security interest in the Trademark Collateral, including the Trademarks listed on Schedule A;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on August 9, 2017 at Reel 6126 Frame 0344.

**NOW THEREFOR**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Successor Agent (for itself and as agent for the Lenders and the L/C Issuers) and Grantor (the “parties”) agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Successor Agent, for itself and as agent for the Lenders and the L/C Issuers, hereby:

(a) terminates the Trademark Security Agreement, Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, Lien, or security interest in, to, and under the Trademark Collateral;


(b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, all of its right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and

(c) authorizes the recordation of this Release with the USPTO.

**[Remainder of this page intentionally left blank; signature page follows]**

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ANTARES CAPITAL LP, as Successor Agent

By: 

\_\_\_\_\_

Name: Stephanie Krebs

Its: Duly Authorized Signatory

## Schedule A

### 1. REGISTERED TRADEMARKS

Mark	Registered Owner	Type of Mark	Registration #	Registration Date
SourcePoint	Security Card BP Holdings, LLC	Trademark	4581760	August 5, 2014
GO FUND IT	Security Card BP Holdings, LLC	Trademark	5156984	March 7, 2017

### 2. TRADEMARK APPLICATIONS

Mark	Owner	Application Serial Number	Application Filing Date
Bridgeway Payment Systems	Security Card BP Holdings, LLC	86/722,552	August 12, 2015
Bridgeway Pay	Security Card BP Holdings, LLC	86/761,792	September 18, 2015
Security National Payment Systems	Security Card BP Holdings, LLC	86/948,478	March 22, 2016
Clear Tech Payments	Security Card BP Holdings, LLC	86/965,561	April 6, 2016
Clear Technology Payments	Security Card BP Holdings, LLC	86/965,559	April 6, 2016

### 3. IP LICENSES

None.