

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		11/30/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUEPAY PROCESSING, INC.		
Street Address:	184 Shuman Blvd.		
Internal Address:	Suite 350		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646932	BLUEPAY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212.310.8397		
Email:	juan.arias@weil.com		
Correspondent Name:	Justin D. Lee		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Justin D. Lee - 45382.001		
NAME OF SUBMITTER:	Justin D. Lee		
SIGNATURE:	/Justin D. Lee/		
DATE SIGNED:	11/30/2017		
Total Attachments: 5			
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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 the 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") among the Borrower, General Electric Capital Corporation, (the "Retiring Agent"), 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 30, 2013 by BluePay Processing, LLC, a Delaware limited liability company, formerly known as BluePay Processing, Inc., an Illinois corporation (the "Grantor"), Grantor granted to Retiring 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 30, 2013 at Reel 5101 Frame 0349;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement, dated as of August 21, 2015 and Assignment of Intellectual Property Security Agreement by and among the Retiring Agent, and the Successor Agent, Retiring Agent assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement (as the same may have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time), in each instance, in its capacity as administrative agent and, if applicable, collateral agent;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded at the USPTO on August 26, 2015 in Reel 5609 Frame 0859; and a corrective filing was recorded on October 18, 2015 at Reel 5647 Frame 0570.

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;

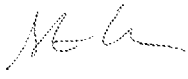
(b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, all of its right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and

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

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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

REEL 5101/FRAME 0349

Record Owner	Mark	Type of Mark	Registration #	Registration Date
BluePay Processing, LLC ¹	BLUEPAY	Trademark	2646932	November 5, 2002

BluePay Processing, Inc. (as successor to BluePay Processing, LLC) also holds common law trademark rights in the AssureBuy word mark and in the AssureBuy logo and BluePay logo shown below:



- 2. TRADEMARK
APPLICATIONS None.
- 3. IP
LICENS
ES None.

REEL 5609/FRAME 0859 (CORRECTION FILING REEL 5647/FRAME 0570)

Trademark Registration	Registration Number
BLUEPAY	2646932
ERP2Web	4695118