

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A., as Agent		03/20/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Clearant, LLC		
Street Address:	222 S. Central Avenue, Suite 700		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4074264	VISIONPAY	
Registration Number:	4074263	MEDSPAPAY	
Registration Number:	4074261	DENTALPAY	
Registration Number:	4074262	VETPAY	
Registration Number:	4074260	CHIROPAY	
Registration Number:	4206055	TERMPAY	
Registration Number:	4267098	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	michael.barys@clarivate.com		
Correspondent Name:	Laura L. Dunn		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Laura L. Dunn		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/20/2018		

OP \$190.00 4074264

Total Attachments: 6

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TRADEMARK RELEASE
CLEARENT MERCHANT SERVICES, INC.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BMO Harris Bank N.A., as Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Association _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 20, 2018

- Assignment
- Security Agreement
- Other Trademark Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Clearent Merchant Services, Inc.

Street Address: 222 S. Central Avenue, Suite 700

City: Clayton

State: Missouri

Country: USA Zip: 63105

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: _____

Email Address: ldunn@chapman.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Laura L. Dunn, for Chapman and Cutler LLP

Laura L. Dunn
Signature
Laura L. Dunn, Paralegal
Name of Person Signing

March 20, 2018
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination") is dated as of March 20, 2018 and made by BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Credit Parties pursuant to the Security Agreement referred to below and as the Grantee (as defined in the Trademark Security Agreement) (together with its successors and assigns in such capacities, the "Administrative Agent") to Clearent Merchant Services, Inc. (f/k/a PAI Merchant Services, Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of January 2, 2018, by the Grantor in favor of the Administrative Agent (the "Trademark Security Agreement") and (ii) that certain Pledge and Security Agreement, dated as of January 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, *inter alios*, the Grantor and the Administrative Agent, a lien on and security interest in all right, title and interest in and to any and all of the Grantor's rights (the "Interests") in certain collateral then owned or thereafter acquired by such Grantor was granted by the Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Interests were recorded in the United States Patent and Trademark Office on January 3, 2018 in Reel 006241, Frame 0469; and

WHEREAS, the Administrative Agent acknowledges full performance by the Grantor of the Secured Obligations and accordingly the Administrative Agent now desires to terminate and release the Interests and to reconvey any and all rights in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the Administrative Agent, on behalf of itself and the Credit Parties, hereby states as follows:

1. Definitions. The term "Trademark Collateral" shall mean all right, title and interest in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof as listed on Schedule A hereto, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Secured Obligations. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Release of Security Interest. The Administrative Agent, on behalf of itself and the other Credit Parties, hereby terminates the Trademark Security Agreement and the Interests and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to Grantor any and all other right, title or interest the Administrative Agent or any Credit Party may have in, to or under the Trademark Collateral without recourse, representation or warranty (either express or implied). Any Interest or other right, title or interest of the Administrative Agent or any Credit Party in such Trademark Collateral shall hereby cease and become void.


The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Grantor (at the Grantor's expense) and their respective successors, assigns or other legal representatives, all other instruments and other documents as may be reasonably requested by the Grantor to release the Interests in the Trademark Collateral which had been granted under the Trademark Security Agreement and the Security Agreement.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BMO HARRIS BANK N.A., as the Administrative Agent

By: 
Name: David Check
Title: Director

Signature Page to BMO Trademark Termination (Clearent Merchant Services, Inc.)

TRADEMARK
REEL: 006296 FRAME: 0622

SCHEDULE A

FEDERAL TRADEMARK REGISTRATIONS

OWNER	MARKS	REG. NO.	GRANTED
Clearent Merchant Services, Inc.	VISIONPAY	4,074,264	December 20, 2011
Clearent Merchant Services, Inc.	MEDSPAPAY	4,074,263	December 20, 2011
Clearent Merchant Services, Inc.	DENTALPAY	4,074,261	December 20, 2011
Clearent Merchant Services, Inc.	VETPAY	4,074,262	December 20, 2011
Clearent Merchant Services, Inc.	CHIROPAY	4,074,260	December 20, 2011
Clearent Merchant Services, Inc.	SAFE SITE and Design	4,267,098	January 1, 2013
Clearent Merchant Services, Inc.	TERMPAY	4,206,055	September 11, 2012

PENDING FEDERAL TRADEMARK APPLICATIONS

None.

WEIL:1964697461311623.0405