

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467906

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the The receiving party needs to be changes to Clearent Merchant Services, Inc. previously recorded on Reel 006296 Frame 0616. Assignor(s) hereby confirms the see above.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO Harris Bank N.A., as Agent		03/20/2018	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clearent Merchant Services, Inc.		
<b>Street Address:</b>	222 S. Central Avenue, Suite 700		
<b>City:</b>	Clayton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4074264	VISIONPAY	
<b>Registration Number:</b>	4074263	MEDSPAPAY	
<b>Registration Number:</b>	4074261	DENTALPAY	
<b>Registration Number:</b>	4074262	VETPAY	
<b>Registration Number:</b>	4074260	CHIROPAY	
<b>Registration Number:</b>	4206055	TERMPAY	
<b>Registration Number:</b>	4267098	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@clarivate.com		
<b>Correspondent Name:</b>	Laura L. Dunn		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Laura L. Dunn		

OP \$190.00 4074264

<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	03/30/2018
<b>Total Attachments: 8</b> source=DOC7#page1.tif source=DOC7#page2.tif source=DOC7#page3.tif source=DOC7#page4.tif source=DOC7#page5.tif source=DOC7#page6.tif source=DOC7#page7.tif source=DOC7#page8.tif	

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM466436

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	Clearant Merchant Services, Inc.
<b>Street Address:</b>	222 S. Central Avenue, Suite 700
<b>City:</b>	Clayton
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	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:**  
*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.*

**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

<b>NAME OF SUBMITTER:</b>	Laura L. Dunn
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	03/20/2018

**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: 006330 FRAME: 0006

**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