

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5895/0169		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barings Finance LLC		04/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Electronic Payment Providers, Inc.		
Street Address:	2800 N 44th St		
Internal Address:	#1100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85008		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4861134	GROWING PAYMENTS WITH TECHNOLOGY	
Registration Number:	4841567	PAYRAZR	
Registration Number:	3794472	BILLINGTREE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	39932-110		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	05/04/2018		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the 18th day of April 2018, by BARINGS FINANCE LLC, in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent") in Electronic Payment Providers, Inc., an Arizona corporation ("Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Second Lien Credit Agreement, dated as of October 3, 2016 (as amended, the "Credit Agreement") among Pledgor, the other Credit Parties signatory thereto, and Agent; (B) Guarantee and Collateral Agreement dated as of October 3, 2016 (as amended, the "Security Agreement") in favor of the Agent; and (C) Trademark Security Agreement, dated as of October 3, 2016, by the Pledgor in favor of the Agent (the "Trademark Security Agreement"), the Pledgor granted to the Agent, for the benefit of the Lenders, a lien on and security interest in and to all of its right, title and interest in, among other things, (i) the Trademarks of Pledgor listed on Schedule I attached to the Trademark Security Agreement; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 5895, Frame 0169 on October 4, 2016;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent, for the benefit of the Lenders, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Agent hereby agrees, at the expense of the Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Pledgor to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral.

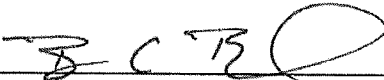
3. The Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Agent, for the benefit of the Lenders, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

BARINGS FINANCE LLC,
as Agent

By: 
Name: _____
Title: Duly Authorized Signatory Brian Baldwin
Managing Director

SIGNATURE PAGE TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006367 FRAME: 0542

SCHEDULE I

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION	REGISTRATION DATE
Electronic Payment Providers, Inc.	4,861,134	GROWING PAYMENTS WITH TECHNOLOGY	11/24/2015
Electronic Payment Providers, Inc.	4,841,567	PAYRAZER	10/27/2015
Electronic Payment Providers, Inc.	3,794,472	BILLINGTREE	5/25/2010