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ETAS ID: TM472659

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest Recorded at Reel/Frame 6246/0413

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barings Finance LLC		04/18/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Internet Payment Exchange, Inc.	
Street Address:	1946 N 13th St	
Internal Address:	Suite 348	
City:	Toledo	
State/Country:	OHIO	
Postal Code:	43604	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4718081	VALUTAPORT
Registration Number:	4657054	WOWZER

#### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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.

**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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TRADEMARK
REEL: 006369 FRAME: 0206

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TRADEMARK REEL: 006369 FRAME: 0207

# 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 INTERNET PAYMENT EXCHANGE, INC., a Delaware 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 January 9, 2018, 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 6246, Frame 0413 on January 9, 2018.

**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 lie<u>ns and sec</u>urity 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.

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[no further text on this page; signatures follow]

TRADEMARK REEL: 006369 FRAME: 0209 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

Name:

Title: Duly Authorized Signatory

Brian Baldwin Managing Director

SIGNATURE PAGE TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

## SCHEDULE I

## Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION	REGISTRATION DATE
Internet Payment Exchange, Inc.	4,718,081	VALUTAPORT	4/7/2015
Internet Payment Exchange, Inc.	4,657,054	WOWZER	12/16/2014

TRADEMARK
REEL: 006369 FRAME: 0211

**RECORDED: 05/04/2018**