

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at Reel 6116/Frame 0739		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		06/01/2018	Association: DELAWARE
RECEIVING PARTY DATA			
Name:	iPayment, Inc.		
Street Address:	30721 Russell Ranch Road, Suite 200		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: DELAWARE		
Name:	Flagship Merchant Services, LLC		
Street Address:	100 City Square, 4th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02129-3730		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NBS Acquisition, LLC		
Street Address:	100 City Square, 4th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02129-3730		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Geopass, Inc.		
Street Address:	30721 Russell Ranch Road, Suite 200		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 29			

CH \$740.00 4910385

Property Type	Number	Word Mark
Registration Number:	4910385	BANQ
Registration Number:	3497619	CAMBRIDGE PAYMENT SYSTEMS
Registration Number:	3998975	CARDSYNC
Serial Number:	87245861	DART
Registration Number:	2871023	E
Registration Number:	4231618	IACCESS
Registration Number:	4155979	IACCOUNTING
Registration Number:	4302116	IADVANTAGE
Registration Number:	4269045	IADVANTAGE
Registration Number:	4269046	IADVANTAGE
Registration Number:	4280415	IBUY
Registration Number:	4307020	IEMPLOYEE
Registration Number:	4165785	IFILESAFE
Registration Number:	4155968	IHOMEPAGE
Registration Number:	4306982	ILEGAL
Registration Number:	3733920	IPAYMENT
Registration Number:	4509361	IPAYMENT
Registration Number:	2619094	ONLINE APP
Registration Number:	2454967	QUICKCOMMERCE
Registration Number:	5009304	TISO
Registration Number:	5009305	TISO
Registration Number:	4310569	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4280821	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	4280822	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.
Registration Number:	2810233	
Registration Number:	4899631	PIRQ
Registration Number:	4899632	PIRQ
Registration Number:	3851763	FLAGSHIP MERCHANT SERVICES
Registration Number:	3745496	FLAGSHIP MERCHANT SERVICES

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

TRADEMARK

REEL: 006375 FRAME: 0765

ATTORNEY DOCKET NUMBER:	43703-00005
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/01/2018
Total Attachments: 6 source=iPayment_2L Trademark Release#page1.tif source=iPayment_2L Trademark Release#page2.tif source=iPayment_2L Trademark Release#page3.tif source=iPayment_2L Trademark Release#page4.tif source=iPayment_2L Trademark Release#page5.tif source=iPayment_2L Trademark Release#page6.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of June 1, 2018 (“**Effective Date**”) by WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as collateral agent for the holders of the Secured Obligations (in such capacity, “**Agent**”), in favor of iPAYMENT, INC., FLAGSHIP MERCHANT SERVICES, LLC, NBS ACQUISITION, LLC, and GEOPASS, INC. (each a “**Grantor**” and collectively the “**Grantors**”). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Security Agreement (defined below).

WHEREAS, each Grantor, the other grantors party thereto and Agent entered into that certain Second Lien Security Agreement dated as of April 11, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors pledged and granted to Agent for the benefit of the holders of the Secured Obligations a lien on and security interest in and to (the “**Security Interest**”) all of its right, title and interest in, to and under all the following Collateral of Grantor (collectively, the “**Trademark Collateral**”): (i) all Trademarks and Trademark Licenses listed on Schedule A hereto; and (ii) all Proceeds of any and all of the foregoing.

WHEREAS, that certain Notice of Grant of Second Lien Security Interest in Trademarks was recorded with the United States Patent and Trademark Office on July 25, 2017 at Reel 6116 and Frame 0739.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states, on behalf of itself and the holders of the Secured Obligations, as follows:

1. Agent hereby, in each case, in accordance with the requests set forth in the Officers’ Certificate Regarding Satisfaction and Discharge of the Indenture, dated as of the date hereof, delivered by iPayment, Inc. to the Trustee and Agent, and without recourse, representation or warranty of any kind whatsoever, (i) terminates, discharges, cancels and releases in full any and all security interests (including the Security Interest) it or any holders of the Secured Obligations has in, to and under the Trademark Collateral securing the Secured Obligations, including arising under the Security Agreement and (ii) re-assigns to each Grantor any and all such right, title and interest that it or any holders of the Secured Obligations may have in the applicable Trademark Collateral of such Grantor. Any security interest or other right, title or interest of Agent or any holders of the Secured Obligations in such Trademark Collateral securing the Secured Obligations, including arising under the Security Agreement, shall cease and become void.

2. Agent shall take all further actions, and provide to each Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, and at Grantor’s sole cost and expense, to more fully and effectively evidence, record, and effectuate the purposes of this Release. Agent authorizes and requests that

the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under the Security Agreement, with respect to the Trademark Collateral.

3. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered, on behalf of itself and the holders of the Secured Obligations, by its duly authorized representative as of the Effective Date.

**WILMINGTON SAVINGS FUND
SOCIETY, FSB, as Agent**

By: _____

Name: _____

Title: _____


**Geoffrey J. Lewis
Vice President**


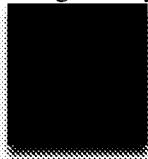


[Signature Page to Second Lien Trademark Security Release]


**TRADEMARK
REEL: 006375 FRAME: 0769**

Schedule A

U.S. Trademarks

Owner	Mark	Registration No./ Application Number	Registration Date/Application Date	Status
iPayment, Inc.	BANQ	4910385	03/01/2016	Registered
iPayment, Inc.	CAMBRIDGE PAYMENT SYSTEMS	3497619	09/09/2008	Registered
iPayment, Inc. (CardSync Processing, Inc.)	CARDSYNC	3998975	07/19/2011	Registered
iPayment, Inc.	DART	87-245861	03/03/2017	Pending
iPayment, Inc.	E and Design 	2871023	08/10/2004	Registered
iPayment, Inc.	IACCESS	4231618	10/23/2012	Registered
iPayment, Inc.	IACCOUNTING	4155979	06/05/2012	Registered
iPayment, Inc.	IADVANTAGE	4302116	03/12/2013	Registered
iPayment, Inc.	IADVANTAGE	4269045	01/01/2013	Registered
iPayment, Inc.	IADVANTAGE	4269046	01/01/2013	Registered
iPayment, Inc.	IBUY	4280415	01/22/2013	Registered
iPayment, Inc.	IEMPLOYEE	4307020	03/19/2013	Registered
iPayment, Inc.	IFILESAFE	4165785	06/26/2012	Registered
iPayment, Inc.	IHOMEPAGE	4155968	06/05/2012	Registered
iPayment, Inc.	ILEGAL	4306982	03/19/2013	Registered
iPayment, Inc.	IPAYMENT and Design	3733920	01/05/2010	Registered

Owner	Mark	Registration No./ Application Number	Registration Date/Application Date	Status
				
iPayment, Inc.	IPAYMENT	4509361	04/08/2014	Registered
iPayment, Inc.	ONLINE APP	2619094	09/10/2012	Registered
iPayment, Inc.	QUICKCOMMERCE	2454967	05/29/2001	Registered
iPayment, Inc.	TISO	5009304	07/26/2016	Registered
iPayment, Inc.	TISO	5009305	07/26/2016	Registered
iPayment, Inc.	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	4310569	03/26/2013	Registered
iPayment, Inc.	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	4280821	01/22/2013	Registered
iPayment, Inc.	WHERE SMALL BUSINESS & TECHNOLOGY UNITE.	4280822	01/22/2013	Registered
iPayment, Inc.	Design Only 	2810233	02/03/2004	Registered
GeoPass, Inc.	PIRQ and Design 	4899631	02/09/2016	Registered
GeoPass, Inc.	PIRQ and Design 	4899632	02/09/2016	Registered
Flagship Merchant Services,	FLAGSHIP MERCHANT SERVICES and	3851763	09/21/2010	Registered

Owner	Mark	Registration No./ Application Number	Registration Date/Application Date	Status
LLC	Design 			
Flagship Merchant Services, LLC	FLAGSHIP MERCHANT SERVICES	3745496	02/02/2010	Registered