

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank, as Administrative Agent		05/25/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	PowerPay, LLC		
Street Address:	515 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4522173	POWERPAY	
Registration Number:	4344333	APPCHARGE	
Serial Number:	85648175	SMARTECART	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643.019		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/29/2018		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**, dated as of May 25, 2018 ("Release"), is made by SunTrust Bank, as Administrative Agent ("Administrative Agent") in favor of PowerPay, LLC, a Maine limited liability company ("Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of December 22, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Second Lien Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, and the Second Lien Trademark Security Agreement dated as of December 22, 2016 by and among the Grantor and Administrative Agent ("Second Lien Trademark Security Agreement"), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on security interest in, all of its right, title and interest in, to, and under the Trademark Collateral; and

WHEREAS, the Second Lien Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2016 at Reel 5954 Frame 0201.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement or Second Lien Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Lien on security interest in Grantor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, solely granted pursuant to the Second Lien Security Agreement or Second Lien Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

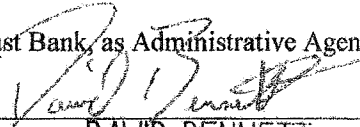
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the First Lien Security Agreement dated as of December 22, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, SunTrust Bank, in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Second Lien Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

SunTrust Bank, as Administrative Agent

By: 

Name: DAVID BENNETT

Title: Director

Schedule A

**PowerPay, LLC
(Maine Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest (Second Lien)
Granted by PowerPay, LLC
In Favor of SunTrust Bank, as Administrative Agent
Recorded December 23, 2016 at Reel 5954 Frame 0201**

Trademark Registrations

Mark	Reg. No.	Reg. Date
POWERPAY	4522173	04/29/14
APPCHARGE	4344333	05/28/13

Trademark Application

Mark	Appl. No.	Filing Date
SMARTECART	85648175	06/11/12