

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest recorded at Reel 6192 Frame 0240		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		09/14/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	P360 Management Solutions LLC		
Street Address:	633 17th Street		
Internal Address:	Suite 2600		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4746964	PHOENIX D.A.S.	
Registration Number:	4727588		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0167		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	09/14/2018		
Total Attachments: 8			
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page1.tif			

CH \$65.00 4746964

source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page2.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page3.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page4.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page5.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page6.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page7.tif
source=Oildex - Trademark Lien Termination (US -- New Liens) -- Transzap#page8.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is made as of September 14, 2018 by SILICON VALLEY BANK, as Administrative Agent (the “*Assignee*”), in favor of TRANSZAP, INC., a Delaware corporation (“*TransZap*”), TRANSZAP P2P CANADA, INC., a British Columbia corporation (individually and as successor by amalgamation to ADP P2P CANADA, INC., an Alberta corporation) (“*TransZap Canada*”), and P360 MANAGEMENT SOLUTIONS LLC, a Texas limited liability company (“*P360*”, and together with TransZap and TransZap Canada, each a “*Grantor*” and collectively, the “*Grantors*”).

WHEREAS, TransZap, the Assignee and certain other parties entered into that certain Guarantee and Collateral Agreement, dated as of February 20, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*2014 GCA*”), pursuant to which TransZap executed and delivered a Trademark Security Agreement, dated as of February 20, 2014 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*2014 Agreement*”);

WHEREAS, pursuant to the 2014 GCA and the 2014 Agreement, TransZap granted the Assignee a security interest in the Trademarks (as defined in the 2014 Agreement);

WHEREAS, the 2014 Agreement was recorded with the United States Patent and Trademark Office (“*USPTO*”) on February 21, 2014, at Reel 5221, Frame 0818;

WHEREAS, the Grantors, the Assignee and certain other parties entered into that certain Guarantee and Collateral Agreement, dated as of June 26, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*2015 GCA*”), pursuant to which (i) TransZap and TransZap Canada executed and delivered a Trademark Security Agreement, dated as of June 26, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*2015 Agreement*”), and (ii) P360 executed and delivered a Trademark Security Agreement, dated as of October 27, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*2017 Agreement*”, and together with the 2014 Agreement and the 2015 Agreement, collectively, the “*Grant*”);

WHEREAS, (i) pursuant to the 2015 GCA and the 2015 Agreement, TransZap and TransZap Canada granted the Assignee a security interest in the Trademarks (as defined in the 2015 Agreement); and (ii) pursuant to the 2015 GCA and the 2017 Agreement, P360 granted the Assignee a security interest in the Trademarks (as defined in the 2017 Agreement);

WHEREAS, the 2015 Agreement was recorded with the USPTO on June 26, 2015, at Reel 5561, Frame 0623, and the 2017 Agreement was recorded with the USPTO on October 30, 2017, at Reel 6192, Frame 0240;

WHEREAS, each Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of such Grantor in,

to and under all of the Trademarks (as defined in each respective Grant) (collectively, the “*Trademark Collateral*”) as herein provided; and

WHEREAS, each Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Grants and releases, terminates and discharges all liens and security interests in all right, title and interest of each Grantor in, to and under the Trademark Collateral, including those trademark and service mark registrations and applications identified in Schedule I hereto, and all goodwill associated therewith; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK, as Assignee

By: *Jonathan Wolf*
Name: Jonathan Wolf
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006466 FRAME: 0459

SCHEDULE I
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Security Agreement recorded on February 21, 2014 at Reel 5221, Frame 0818:

Trademark	Application No.	PTO File Date	Registration No.	Registration Date
AFEworks	77618120	11/19/2008	3955268	5/3/2011
CDEXML	77483814	5/27/2008	3944699	4/12/2011
Checkstub Connect	76420727	6/12/2002	2777485	10/28/2003
JIB Connect	76420726	6/12/2002	2777484	10/28/2003
JIBXML	77483852	5/27/2008	3786369	5/4/2010
Oildex	75735586	7/21/1999	2588974	7/2/2002
Oildex Connect	76420729	6/12/2002	2700160	3/25/2003
Petro Connect	76420725	6/12/2002	2845838	5/25/2004
PETROXML	76017742	3/16/2000	2693736	3/4/2003
RevenueWorks	86109974	11/4/2013		
Spendworks	76564316	11/24/2003	2961837	6/14/2005
Transzap	75735589	7/21/1999	2931028	3/8/2005
TrendX	78842820	3/21/2006	3336981	11/13/2007
Vendor Connect	76343639	11/28/2001	2631443	10/2/2002

Trademark Security Agreement recorded on June 26, 2015 at Reel 5561, Frame 0623:

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
TransZap, Inc.	U.S.	77618120	5/3/2011	11/19/2008	AFEworks
TransZap, Inc.	U.S.	77483814	4/12/2011	5/27/2008	CDEXML
TransZap, Inc.	U.S.	76420727	10/28/2003	6/12/2002	Checkstub Connect
TransZap, Inc.	U.S.	76420726	10/28/2003	6/12/2002	JIB Connect
TransZap, Inc.	U.S.	77483852	5/4/2010	5/27/2008	JIBXML
TransZap, Inc.	U.S.	75735586	7/2/2002	7/21/1999	Oildex
TransZap, Inc.	U.S.	76420729	3/25/2003	6/12/2002	Oildex Connect
TransZap, Inc.	U.S.	76420725	5/25/2004	6/12/2002	Petro Connect
TransZap, Inc.	U.S.	76017742	3/4/2003	3/16/2000	PETROXML
TransZap, Inc.	U.S.	86109974		11/4/2013	RevenueWorks
TransZap, Inc.	U.S.	76564316	6/14/2005	11/24/2003	Spendworks
TransZap, Inc.	U.S.	75735589	3/8/2005	7/21/1999	Transzap
TransZap, Inc.	U.S.	78842820	11/13/2007	3/21/2006	TrendX
TransZap, Inc.	U.S.	76343639	10/2/2002	11/28/2001	Vendor Connect
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc.®)	U.S.	2489947	9/18/2001	7/26/1999	OPENINVOICE
ADP P2P Canada, Inc. (TransZap	Canada	645502	8/9/2005	8/5/2004	B-STREAM

P2P Canada, Inc. *)					
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	728765	11/18/2008	1/26/2006	DIGITAL OILFIELD & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578356	3/27/2003	4/24/2000	DIGITAL OILFIELD
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578695	4/2/2003	8/14/2000	DIGITAL OILFIELD & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578502	3/28/2003	4/24/2000	DIGITAL OILFIELD.COM
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	640273	5/24/2005	7/23/2003	OPENINVOICE & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578403	3/27/2003	9/6/2000	OPENINVOICE
ADP P2P Canada, Inc.	Canada	629224	1/4/2005	7/23/2003	OPENCONTRACT & Design

(TransZap P2P Canada, Inc. *)					
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	594871	11/17/2003	2/6/2002	OPENCONTRACT
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	682891	3/5/2007	4/27/2006	PROJECTACCELERATOR
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	739140	4/29/2009	1/25/2008	DO2 TECHNOLOGIES & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	739137	4/29/2009	1/25/2008	DO2

Trademark Security Agreement recorded on October 30, 2017 at Reel 6192, Frame 0240:

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
P360 Management Solutions LLC	U.S.	4746964	6-2-15		P360 Management Solutions LLC	PHOENIX D.A.S.
P360 Management Solutions LLC	U.S.	4727588	4-28-25		P360 Management Solutions LLC	