

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		11/29/2018	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	TOUCHPAY HOLDINGS, LLC		
Street Address:	12021 Sunset Hills Road		
Internal Address:	Suite 100		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4334176	TP	
Registration Number:	4434847	TOUCHPAY	
Registration Number:	3745698	TOUCHPAY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2188		
NAME OF SUBMITTER:	Jenna S. Cantor		
SIGNATURE:	/Jenna S. Cantor/		
DATE SIGNED:	11/29/2018		
Total Attachments: 4			

CH \$90.00 4334176

source=Second Lien (1)#page1.tif

source=Second Lien (1)#page2.tif

source=Second Lien (1)#page3.tif

source=Second Lien (1)#page4.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 29, 2018, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss Bank located at Eleven Madison Avenue, 8th floor, New York, New York 10010, as Administrative Agent (the “Grantor”), in favor of Touchpay Holdings, LLC, a Texas limited liability company located at 12021 Sunset Hill Road, Reston, VA 20190 (“Assignee”).

WHEREAS, the Assignee and the Grantor are parties to that certain (i) Trademark Security Agreement (First Lien), dated as of January 20, 2015 (as amended, restated supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”) and (ii) Trademark Security Agreement (Second Lien), dated as of January 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), each of (i) and (ii) entered into pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of May 23, 2013, by and among Global Tel*Link Corporation, an Idaho corporation (“GTEL”), GTEL Holdings, Inc., a Delaware corporation (“Holdings”), the Grantor, the Assignee and the other parties from time to time party thereto and pursuant to that certain First Lien Credit Agreement, dated as of May 23, 2013, by and among GTEL, Holdings, the Grantor, as administrative agent, and certain financial institutions and institutional investors from time to time party thereto as lenders;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 26, 2015, at Reel/Frame No. 005446/0469;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 26, 2015, at Reel/Frame No. 005446/0477;

WHEREAS, pursuant to each of the (i) First Lien Trademark Security Agreement (2013) and (ii) Second Lien Trademark Security Agreement, the Assignee granted to Grantor, for the ratable benefit of the Secured Parties (as set forth in the relevant agreement), a security interest in, all of the following assets and property, in each case, wherever located and then owned or at any time thereafter acquired by the Assignee or in which the Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Assignee's Obligations:

(i) all Trademarks (as defined in the relevant agreement) of the Assignee, including, without limitation, the registered and applied for Trademarks of the Assignee listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds of the foregoing,
and

WHEREAS, the Assignee desires that the Grantor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Patent Collateral and the Trademark Collateral.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Termination and Release

The Grantor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Patents listed on Schedule A attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Grantor may have in the Trademark Collateral.

2. Applicable Law

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

3. Recordation

Each Grantor authorizes the Assignee, or the Assignee' authorized representative, to record this Release with the United States Patent and Trademark Office.

4. Further Assurances

The Grantor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or their respective agents or designees) reasonably request, at the Assignee' sole cost and expense, in order to confirm this Release and the Assignee' right, title and interest in the Patent Collateral.

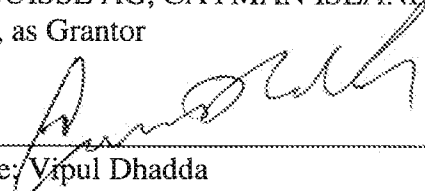
5. Counterparts

This Release may be executed by one or more of the parties to this Release on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Release or such other document or instrument, as applicable.

[Signature Page Follows]

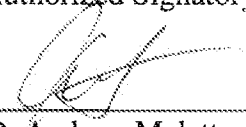
IN WITNESS WHEREOF, each of the undersigned has caused this Release to be duly executed and delivered as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Grantor

By: 

Name: Vipul Dhadha

Title: Authorized Signatory

By: 

Name: D. Andrew Maletta



Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006491 FRAME: 0166

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. (APP) NO.	REG. (APP) DATE	OWNER
Machine and Process for Managing a Service Account	(15/350,603)	(11/14/2016)	TouchPay Holdings, LLC
	4,334,176	5/14/2013	TouchPay Holdings, LLC
	4,434,847	11/19/2013	TouchPay Holdings, LLC
TOUCHPAY	3,745,698	2/9/2010	TouchPay Holdings, LLC