

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of First Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		01/14/2019	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cardpool, Inc.		
<b>Street Address:</b>	6220 Stoneridge Mall Road		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4354944	CARDPOOL	
<b>Registration Number:</b>	4895984	CARDZONE	
<b>Registration Number:</b>	4895985	CARDZONE	
<b>Registration Number:</b>	5172740	THE RIGHT BRANDS IN THE RIGHT HANDS	
<b>Registration Number:</b>	5492938	SWIFT BUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	01/15/2019		
<b>Total Attachments: 6</b>			

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 14, 2019

- Assignment
- Security Agreement
- Other Partial Release of First Lien Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cardpool, Inc.

Street Address: 6220 Stoneridge Mall Road

City: Pleasanton

State: CA

Country: USA Zip: 94588

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Trademark Schedule

B. Trademark Registration No.(s)

See Trademark Schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

January 15, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of January 14, 2019 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Collateral Agreement, dated as of June 15, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the First Lien Collateral Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of June 15, 2018 (the “First Lien Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 19, 2018 at Reel/Frame 6356/0708;

WHEREAS, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the First Lien Collateral Agreement or the First Lien Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the First Lien Collateral Agreement and the First Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the First Lien Collateral Agreement or the First Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the First Lien Collateral Agreement or the First Lien Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the First Lien Collateral Agreement and the First Lien Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as Collateral Agent for the Lenders**

By: *Liliana Claar*  
Name: Liliana Claar  
Title: Vice President

CARDPOOL, INC.

By: Talbot Roche  
Name: Talbot Roche  
Title: President

I. Trademarks

<b>Trademark</b>	<b>Registration Number</b>	<b>Serial / Application Number</b>	<b>Jurisdiction</b>	<b>Owner</b>
CARDPOOL	4,354,944	85555533	United States	Cardpool, Inc.
CARDZONE	4,895,984	85753249	United States	Cardpool, Inc.
CARDZONE	4,895,985	85753314	United States	Cardpool, Inc.
THE RIGHT BRANDS IN THE RIGHT HANDS	5,172,740	86884557	United States	Cardpool, Inc.
SWIFT BUY	5,492,938	87192663	United States	Cardpool, Inc.