

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505888

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

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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):

JPMorgan Chase Bank, 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 Second 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 SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this "Release"), dated as of January 14, 2019 (the "Effective Date"), is made JPMORGAN CHASE BANK, 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 Second 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 "Second 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 Second Lien Collateral Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of June 15, 2018 (the "Second Lien Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Second 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 Second Lien Collateral Agreement or the Second 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 Second Lien Collateral Agreement and the Second 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 Second Lien Collateral Agreement or the Second 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 Second Lien Collateral Agreement or the Second Lien Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Second Lien Collateral Agreement and the Second 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.

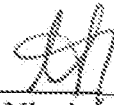
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[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:

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

By: _____



Name: Nicolas Gitron-Ber
Title: Executive Director

[Signature Page to Release of Security Interest in Specified Trademarks (2L.)]

**TRADEMARK
REEL: 006524 FRAME: 0599**

CARDPOOL, INC.

By: Talbott Roche
Name: Talbott Roche
Title: President

[Signature Page to Release of Security Interest in Specified Trademarks (2L)]

TRADEMARK
REEL: 006524 FRAME: 0600

I. Trademarks

Trademark	Registration Number	Serial / Application Number	Jurisdiction	Owner
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.