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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM508654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		02/04/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Transworld Systems Inc.
Street Address:	500 Virginia Drive
Internal Address:	Suite 514
City:	Fort Washington
State/Country:	PENNSYLVANIA
Postal Code:	19034
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5382252	
Registration Number:	5048708	TSI
Serial Number:	87314860	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI
Serial Number:	87314849	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI
Serial Number:	87211843	ROCKET RECEIVABLES

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	031752.000248
NAME OF SUBMITTER:	John Slaughter

SIGNATURE:	/john slaughter/
DATE SIGNED:	02/05/2019

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 4, 2019 ("<u>Release</u>"), is made by Bank of America, N.A., as Collateral Agent ("<u>Collateral Agent</u>") in favor of Transworld Systems Inc., a California corporation ("<u>Pledgor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of October 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Pledgor, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of May 22, 2018 by and among the Pledgor and Collateral Agent ("Trademark Security Agreement"), Pledgor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to, and under all the Trademarks of the Pledgor listed on Schedule I attached to the Trademark Security Agreement, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on May 24, 2018 at Reel 6335 Frame 0867.

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

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the lien on and security interest in and to Pledgor's right, title and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on <u>Schedule A</u> attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Pledgor'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, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

Collateral Agent:

Bank of America, N.A., as Collateral Agent

Name: Brenda Schriner

Title: Vice President

Schedule A

Transworld Systems Inc. (California Corporation)

U.S. Trademarks Subject to Security Interest Granted by Transworld Systems Inc. In Favor of Bank of America, N.A., as Collateral Agent Recorded May 24, 2018 at Reel 6335 Frame 0867

Trademark Registrations

Mark	Reg. No.	Reg. Date
Design Only	5382252	01/16/18
TSI (Stylized)	5048708	09/27/16

Trademark Applications

Mark	Appl. No.	Filing Date
ROCKET RECEIVABLES DEBT RECOVERY.	87314860	01/26/17
SIMPLIFIED and Design		
ROCKET RECEIVABLES DEBT RECOVERY.	87314849	01/26/17
SIMPLIFIED. and Design		
ROCKET RECEIVABLES	87211843	10/21/16

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RECORDED: 02/05/2019