

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SunTrust Bank, as Administrative Agent		07/11/2019	Banking Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Marlin Acquirer LLC
<b>Street Address:</b>	3 West Paces Ferry Road, Suite 200
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	M & A Ventures, LLC
<b>Street Address:</b>	3 West Paces Ferry Road, Suite 200
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	Limited Liability Company: GEORGIA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4018090	PAYMAXX PRO
<b>Registration Number:</b>	4694341	T2P
<b>Registration Number:</b>	4560859	PAYMAXX PAY
<b>Serial Number:</b>	87334983	PAYMAXX
<b>Registration Number:</b>	5253525	REPAY REALTIME ELECTRONIC PAYMENTS
<b>Registration Number:</b>	5253524	REPAY

## CORRESPONDENCE DATA

Fax Number: 4045725100

*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: 4045723428

Email: TKirillova@KSLAW.com

Correspondent Name: Tatyana Kirillova, Paralegal

TRADEMARK

**Address Line 1:** 1180 Peachtree Street N.E.  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

**NAME OF SUBMITTER:** Tatyana Kirillova

**SIGNATURE:** //Tatyana Kirillova//

**DATE SIGNED:** 07/11/2019

**Total Attachments: 3**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 11, 2019, by SUNTRUST BANK, in its capacity as Administrative Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the applicable Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Agent is party to that certain (i) Trademark Security Agreement dated as of September 28, 2017, made by M&A Ventures, LLC, a Georgia limited liability company ("M&A Ventures"), in favor of Agent, which was recorded with the United States Patent and Trademark Office on September 28, 2017 at Reel 6163, Frame 0348 (the "M&A Ventures Security Agreement") and (ii) Trademark Security Agreement dated as of December 15, 2017, made by Marlin Acquirer LLC, a Delaware limited liability company ("Marlin"; together with M&A Ventures, each a "Grantor" and collectively, the "Grantors"), in favor of Agent, which was recorded with the United States Patent and Trademark Office on December 20, 2017 at Reel 6232, Frame 0337 (the "Marlin Security Agreement"; together with the M&A Ventures Security Agreement, each a "Security Agreement" and collectively, the "Security Agreements"), in each case, pursuant to which the applicable Grantor granted to Agent a security interest in such Grantor's Trademark Collateral (as defined in the applicable Security Agreement; hereinafter, the "Trademark Collateral") as security for certain obligations owing by such Grantor to Agent, including the Trademark Collateral set forth on Schedule 1 annexed hereto; and

WHEREAS, each Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to such Grantor.

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


1. Agent hereby releases and terminates its lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademark Collateral granted pursuant to the Security Agreements, including all Trademarks and other Trademark Collateral set forth on Schedule 1 annexed hereto.

2. Agent hereby reassigns, grants and conveys to the applicable Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

SUNTRUST BANK, as Agent

By:   
Name: Andrew Jones  
Title: MARQUEE DIRECTOR

**SCHEDULE 1**

**Trademark Registrations**

**MARLIN ACQUIRER LLC**

<b>Mark</b>	<b>Jurisdiction and Registration Body</b>	<b>Status</b>	<b>Reg. No./ Serial No.</b>	<b>Reg. Date/ Filing Date</b>	<b>Owner of Record</b>
PAYMAXX PRO	United States Patent and Trademark Office	Live	4018090 / 85065086	8/30/2011 / 6/17/2010	Marlin Acquirer LLC
T2P	United States Patent and Trademark Office	Live	4694341 / 86152587	3/3/2015 / 12/26/2013	Marlin Acquirer LLC
PAYMAXX PAY	United States Patent and Trademark Office	Live	4560859 / 85726997	7/1/2014 / 9/12/2012	Marlin Acquirer LLC
PAYMAXX	United States Patent and Trademark Office	Live (pending registration)	87334983	2/12/2017 (filed)	Marlin Acquirer LLC

**M&A VENTURES, LLC**

<b>Mark</b>	<b>Jurisdiction and Registration Body</b>	<b>Status</b>	<b>Reg. No./ Serial No.</b>	<b>Reg. Date/ Filing Date</b>	<b>Owner of Record</b>
REPAY REALTIME ELECTRONIC PAYMENTS	United States Patent and Trademark Office	Live	5253525/ 86528798	08/01/2017/ 02/09/2015	M&A Ventures, LLC
REPAY	United States Patent and Trademark Office	Live	5253524/ 86528791	08/01/2017/ 02/09/2015	M&A Ventures, LLC