# CH \$465.00 86397;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM534102

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		07/29/2019	Bank: SWITZERLAND

# **RECEIVING PARTY DATA**

Name:	First Data Corporation	
Street Address:	6200 S. Quebec St.	
City:	Greenwood Village	
State/Country:	COLORADO	
Postal Code:	80111	
Entity Type:	Corporation: DELAWARE	
Name:	Clover Network, Inc.	
Street Address:	785 Casto St.	
Internal Address:	Unit A	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94041	
Entity Type:	Corporation: DELAWARE	
Name:	Gyft, Inc.	
Street Address:	185 Clara Street	
Internal Address:	Suite 100	
City:	San Francicso	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: DELAWARE	
Name:	REMITCO, LLC	
Street Address:	6200 S. Quebec St.	
City:	Greenwood Village	
State/Country:	COLORADO	
Postal Code:	80111	
Entity Type:	Limited Liability Company: DELAWARE	

**PROPERTY NUMBERS Total: 18** 

TRADEMARK

900508673 REEL: 006706 FRAME: 0070

Property Type	Number	Word Mark	
Serial Number:	86397286		
Serial Number:	86645353		
Serial Number:	85662349	DITCH THE PLASTIC	
Serial Number:	85662320	GYFT	
Serial Number:	85553731	GYFT	
Serial Number:	85982045	GYFT	
Serial Number:	86740882	ACCESSONE	
Serial Number:	86488017	BUSINESS NEEDS ANALYSIS	
Serial Number:	86337849	PAYEEZY	
Serial Number:	86310893	INSIGHTICS	
Serial Number:	86357928	MARKETNOW	
Serial Number:	86352380	INTELIREPORTS	
Serial Number:	86347133	AUTOMANAGER	
Serial Number:	86346829	REDEEMIQ	
Serial Number:	86327154	PAYLUCKY	
Serial Number:	86174895	PROMOPROTECT	
Serial Number:	86412003		
Serial Number:	75138790	REMITCO	

### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	864044-50
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/29/2019

# **Total Attachments: 4**

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TRADEMARK
REEL: 006706 FRAME: 0071

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 29, 2019 (the "Effective Date"), is made by Credit Suisse AG, Cayman Islands Branch, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on Schedule 1 hereto (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of September 24, 2007, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Supplemental Trademark Security Agreement, dated as of March 3, 2016 (the "<u>Trademark Security Agreement</u>") and a Corrective Trademark Security Agreement, dated as of March 3, 2016 (the "<u>Corrective Trademark Security Agreement</u>") was prepared to correct the Trademark Security Agreement with respect to the conveying parties thereunder, in each case, for recordal with the United States Patent and Trademark Office:

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 22, 2016 at Reel/Frame 5755/0142 and the Corrective Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 24, 2016 at Reel/Frame 5757/0443;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to the Trademarks set forth Schedule 2 attached hereto (the "Trademark Collateral") and all Proceeds of any and all of the foregoing. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and their 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 Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK REEL: 006706 FRAME: 0072 IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, acting in its capacity as Collateral Agent for the Secured Parties

By:

Name: John D. Toronto

Title: Authorized Signatory

By:\_

Name: Michael Loser

Title: Authorized Signatory

# Schedule 1

# **GRANTORS:**

FIRST DATA CORPORATION

CLOVER NETWORK, INC.

GYFT, INC.

REMITCO, LLC

TRADEMARK REEL: 006706 FRAME: 0074

# Schedule 2

# **UNITED STATES TRADEMARKS:**

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Clover Network, Inc.	DESIGN ONLY	86397286	
			09/17/2014	
2.	Clover Network, Inc.	DESIGN ONLY	86645353	
		220101(01)21	05/29/2015	
3.	Gyft, Inc.	DITCH THE	85662349	4617973
		PLASTIC	06/26/2012	10/07/2014
4.	Gyft, Inc.	GYFT	85662320	4673150
			06/26/2012	01/13/2015
5.	Gyft, Inc.	GYFT	85553731	4423245
			02/27/2012	10/22/2013
6.	Gyft, Inc.	GYFT	85982045	4594621
			06/26/2012	08/26/2014
7.	First Data Corporation	ACCESSONE	86740882	
			08/28/2015	
8.	First Data Corporation	BUSINESS NEEDS	86488017	
		ANALYSIS	12/22/2014	
9.	First Data Corporation	PAYEEZY	86337849	4852159
			07/15/2014	11/10/2015
10.	First Data Corporation	INSIGHTICS	86310893	4847058
			06/16/2014	11/03/2015
11.	First Data Corporation	MARKETNOW	86357928	4806806
			08/05/2014	09/08/2015
12.	First Data Corporation	INTELIREPORTS	86352380	4798162
			07/30/2014	08/25/2015
13.	First Data Corporation	AUTOMANAGER	86347133	4762149
			07/24/2014	06/23/2015
14.	First Data Corporation	REDEEMIQ	86346829	4692501
			07/24/2014	02/24/2015
15.	First Data Corporation	PAYLUCKY	86327154	4778770
			07/02/2014	07/21/2015
16.	First Data Corporation	PROMOPROTECT	86174895	4580154
			01/24/2014	08/05/2014
17.	Clover Network, Inc.	DESIGN ONLY	86/412,003	4906374
			10/1/2014	2/23/2016
18.	Remitco LLC	REMITCO	75/138790	2157499
			7/23/1996	5/12/1998

TRADEMARK REEL: 006706 FRAME: 0075

**RECORDED: 07/29/2019**