

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534895

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (RELEASES RF 5331/0863)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as successor-in-interest to JPMorgan Chase Bank, N.A.		07/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Element Payment Services, Inc.
Street Address:	500 N. Juniper Drive, Suite 100
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85226
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4617324	PAYMENTS2GO
Registration Number:	4528032	ELEMENT PAYMENT SERVICES
Registration Number:	4500557	TRIPOS
Registration Number:	4228854	CARDSENSE
Registration Number:	4079452	TRANSFORM
Serial Number:	86083248	TRANSFORM PAYMENTS2GO

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-0096
NAME OF SUBMITTER:	Anna T Kwan

SIGNATURE:	/atk/
DATE SIGNED:	08/01/2019
Total Attachments: 4 source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Element Payment Services]#page1.tif source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Element Payment Services]#page2.tif source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Element Payment Services]#page3.tif source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Element Payment Services]#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE, dated as of July 31, 2019 (this “Release”), is made by Morgan Stanley Senior Funding, Inc., a Delaware corporation with its mailing address at 1300 Thames Street—4th Floor, Baltimore, MD 21231, as collateral agent and administrative agent (“Morgan Stanley”), as successor-in-interest to JPMorgan Chase Bank, N.A. (“JPMorgan Chase”), a national banking association with its mailing address at 500 Stanton Christiana Rd Ops 2, Newark, DE 19713, in favor of Element Payment Services, Inc. (the “Debtor”) with its principal place of business and mailing address at 500 N. Juniper Drive, Suite 100, Chandler, AZ 85226. Capitalized Terms not defined herein shall have the meanings attributed to them in the Security Agreement, Trademark Collateral Agreement or the Assignment Agreement (as defined below).

WHEREAS, the Debtor, JPMorgan Chase and the other debtors party thereto executed an Amended and Restated Security Agreement, dated as of June 13, 2014 (as amended, restated, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Debtor executed and delivered the Trademark Collateral Agreement, dated as of June 13, 2014, in favor of JPMorgan Chase, which was recorded in the records of the United States Patent and Trademark Office at Reel 5331, Frame 0863, on July 29, 2014 (the “Trademark Collateral Agreement”);

WHEREAS, pursuant to the Trademark Collateral Agreement, the Debtor assigned, mortgaged and pledged as collateral security and granted to JPMorgan Chase for the benefit of the Secured Parties a continuing first priority lien on and security interest in, and a right of set-off against, all right, title, and interest of such Debtor, whether then owned or existing or thereafter created, acquired or arising, in and to all of the following (collectively, the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application owned by the Debtor that is registered or the subject of a pending application with any United States federal government authority, other than to the extent the same constitutes Excluded Property, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, JPMorgan Chase, as resigning Agent and in other capacities, and Morgan Stanley, as successor Agent and in other capacities, entered into that certain Resignation and Appointment Agreement, dated as of September 21, 2017 (the “Successor Agent Agreement”), pursuant to which JPMorgan Chase resigned as Agent and from other capacities under the Loan Documents and appointed Morgan Stanley as the successor Agent and to other capacities under the Loan Documents, and the Borrower and the Required Lenders consented to the same;

WHEREAS, pursuant to the Successor Agent Agreement, JPMorgan Chase and Morgan Stanley executed the Notice of Assignment of Security Interest in Trademark Collateral dated as of September 21, 2017, which was recorded in the records of the United States Patent and Trademark Office at Reel 6179, Frame 0757, on October 11, 2017 (the "Assignment Agreement"); and

WHEREAS, Morgan Stanley acknowledges that the conditions for termination of its lien on and security interest in the Trademark Collateral have been met, and accordingly, Morgan Stanley has agreed to: (i) release all of its security interest covering the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Debtor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Collateral Agreement or otherwise.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Morgan Stanley hereby irrevocably and forever releases and terminates in its entirety its lien on and security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Debtor, and re-assigns to the Debtor, any and all right, title and interest it has in and to, the Trademark Collateral.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, Morgan Stanley has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE A

Title	Registration No. Application No.
PAYMENTS2GO	4617324
	86216847
TRANSFORM PAYMENTS2GO	86083248
ELEMENT PAYMENT SERVICES	4528032
TRIPOS	4500557
CARDSENSE	4228854
TRANSFORM	4079452

Schedule A to Release of Security Interest in Trademarks [Element Payment Services]