

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS (RELEASES RF 5331/0898)

## 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

<b>Name:</b>	Vantiv, LLC
<b>Street Address:</b>	8500 Governors Hill Drive
<b>City:</b>	Symmestown Township
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45249
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4960738	VIABLE
Registration Number:	5146987	MOBIMONEY
Registration Number:	4627369	AGILE PREPAID
Registration Number:	4827579	VANTIV GAMING SOLUTIONS
Registration Number:	4426114	JEANIE
Registration Number:	4426117	
Serial Number:	86230619	MOBICARD
Serial Number:	86096447	SPRINGBOK
Serial Number:	86096418	CARDEX
Serial Number:	86079745	POWERING PREPAID
Serial Number:	86044013	EMPLOYEE GIFT GIVING MADE EASY
Serial Number:	86038904	VANTIV GAMING SOLUTIONS
Serial Number:	86038916	VGS
Serial Number:	86039016	THE LAST MILE IN PAYMENTS
Serial Number:	85963022	EXCEEDING BY DESIGN
Serial Number:	85963027	COO EXCEEDING,,, BY DESIGN
Serial Number:	85963032	COO EXCEEDING,,, BY DESIGN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85963015	EXCEEDING BY DESIGN
<b>CORRESPONDENCE DATA</b>		
Fax Number:	7147558290	
	<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:	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	
<b>Total Attachments: 4</b>		
source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Vantiv] June 13 2014#page1.tif		
source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Vantiv] June 13 2014#page2.tif		
source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Vantiv] June 13 2014#page3.tif		
source=Worldpay (Payoff) - Release of Security Interest in Trademarks [Vantiv] June 13 2014#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., as collateral agent and administrative agent (“Morgan Stanley”), a Delaware Corporation with its mailing address at 1300 Thames Street—4<sup>th</sup> Floor, Baltimore, MD 21231, 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 Vantiv, LLC (the “Debtor”) with its principal place of business and mailing address at 8500 Governors Hill Drive, Symmes Township, OH 45249. 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 0898, 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 0708, 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.

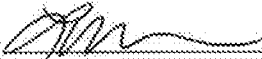
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Morgan Stanley hereby irrevocably and forever releases and terminates in its entirety its lien on and security interest in the Trademark Collateral, and discharges, 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**

<b>Mark</b>	<b>Registration/Applica tion Date</b>	<b>Registration/Appli cation Number</b>	<b>Record Owner</b>	<b>Jurisdicti on</b>
VIABLE	17-MAY-2016	4960738	WORLDPAY , LLC	UNITED STATES
MOBIMONEY	21-FEB-2017	5146987	WORLDPAY , LLC	UNITED STATES
MOBICARD	24-MAR-2014	86230619	Vantiv, LLC	UNITED STATES
SPRINGBOK	21-OCT-2013	86096447	Vantiv, LLC	UNITED STATES
CARDEX	21-OCT-2013	86096418	Vantiv, LLC	UNITED STATES
POWERING PREPAID	01-OCT-2013	86079745	Vantiv, LLC	UNITED STATES
AGILE PREPAID	28-OCT-2014	4627369	WORLDPAY , LLC	UNITED STATES
EMPLOYEE GIFT GIVING MADE EASY	21-AUG-2013	86044013	Vantiv, LLC	UNITED STATES
VANTIV GAMING SOLUTIONS	06-OCT-2015	4827579	WORLDPAY , LLC	UNITED STATES
VANTIV GAMING SOLUTIONS	15-AUG-2013	86038904	Vantiv, LLC	UNITED STATES
VGS	15-AUG-2013	86038916	Vantiv, LLC	UNITED STATES
THE LAST MILE IN PAYMENTS	15-AUG-2013	86039016	Vantiv, LLC	UNITED STATES
EXCEEDING BY DESIGN	18-JUN-2013	85963022	Vantiv, LLC	UNITED STATES
COO EXCEEDING BY DESIGN 	18-JUN-2013	85963027	Vantiv, LLC	UNITED STATES
COO EXCEEDING BY DESIGN 	18-JUN-2013	<b>85963032</b>	Vantiv, LLC	UNITED STATES
EXCEEDING BY DESIGN	18-JUN-2013	85963015	Vantiv, LLC	UNITED STATES
JEANIE	29-OCT-2013	4426114	WORLDPAY , LLC	UNITED STATES
(Design) 	29-OCT-2013	4426117	WORLDPAY , LLC	UNITED STATES