# TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		07/29/2019	NATIONAL ASSOCIATION: UNITED STATES

#### RECEIVING PARTY DATA

Name:	FIRST DATA CORPORATION
Street Address:	225 LIBERTY STREET
Internal Address:	29TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	87191509	DYNAMIC REWARDS
Serial Number:	87219944	SOLUTIONBUILDER

#### CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

GENEVIEVE DORMENT, ESQ. **Correspondent Name:** 

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: **425 LEXINGTON AVENUE** 

Address Line 4: NEW YORK, NEW YORK 10017

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DATE SIGNED:	08/20/2019		
SIGNATURE:	/GD/		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		
ATTORNEY DOCKET NUMBER:	RNEY DOCKET NUMBER: 029403/0033		

**Total Attachments: 3** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of July 29, 2019, from WELLS FARGO BANK, National Association, as Collateral Agent (in such capacity, the "Collateral Agent") to First Data Corporation, a Delaware corporation ("Grantor").

# **WITNESSETH:**

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of August 11, 2015, in favor of the Collateral Agent (the "Security Agreement"), Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to certain collateral (the "Security Interest");

WHEREAS, pursuant to that certain Supplemental Trademark Security Agreement dated as of February 14, 2017, among the Collateral Agent and Grantors (the "<u>Trademark Security Agreement</u>"), each Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in the Trademarks of such Grantor, including those listed on <u>Schedule I</u> attached hereto, and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 15, 2017 at Reel 5989 and Frame 0743.

WHEREAS, the Grantors have requested that the Collateral Agent terminate and release the entirety of its Security Interest in the Trademark Collateral, in connection with the satisfaction and discharge of the Grantors' obligations to the Secured Parties under the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees, at the sole cost and expense of the Grantors, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors as necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

Name: Casey A Boyle

Title: Assistant Vice President

# SCHEDULE I

# UNITED STATES TRADEMARKS:

Crademark	Owner Name	Application#	Filing Date
	First Data Corpora- tion		03-Oct-2016
SOLUTION BUILDER	First Data Corpora- tion	87219944	28-Oct-2016

TRADEMARK REEL: 006724 FRAME: 0958

**RECORDED: 08/20/2019**