

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame : 6281/0718		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWIN BROOK CAPITAL PARTNERS, LLC		01/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIMPLY MONEY IP HOLDINGS, LLC		
Street Address:	8775 FOLSOM BLVD.		
Internal Address:	Suite 100		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95826		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4118346	NATIONALLY RECOGNIZED, GLOBALLY CONNECTE	
Registration Number:	3672095	SIMPLY MONEY	
Registration Number:	3501473	SIMPLY MONEY	
Registration Number:	4845065	WE MAKE MONEY SIMPLE	
Registration Number:	4799876	SIMPLY MONEY	
Registration Number:	4923482	SIMPLY MONEY	
Registration Number:	4788530		
Registration Number:	5396796	SIMPLY MONEY MEDIA	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$215.00 4118346

ATTORNEY DOCKET NUMBER:	43836/2
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	01/06/2020

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of January 2, 2020, by TWIN BROOK CAPITAL PARTNERS, LLC (“Secured Party”) in favor of Simply Money IP Holdings, LLC (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement or the Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 29, 2017, by and among Secured Party, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor granted to Secured Party, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademark or Trademarks, as applicable, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Secured Party and Grantor entered into that certain Trademark Security Agreement dated as of March 1, 2018 (the “Security Agreement”) to record Secured Party’s security interest in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule A annexed hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 1, 2018, at Reel 006281, Frame 0718;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all right, title and interest in, to and under the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations of the Guarantee and Collateral Agreement for Secured Party to release its security interest in the Trademark Collateral.

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

1. Secured Party hereby releases its security interest in Grantor’s entire right, title and interest in and to the following (collectively, the “Trademark Collateral”):

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

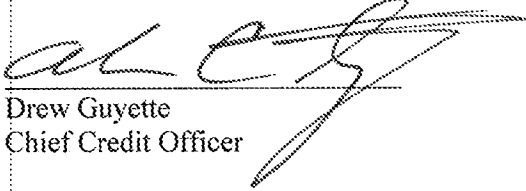
2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

3. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has duly executed this Release as of the date first above written.

TWIN BROOK CAPITAL PARTNERS, LLC

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
NATIONALLY RECOGNIZED, GLOBALLY CONNECTED, LOCALLY ACCESSIBLE	85389251	04-AUG-2011	4118346	27-MAR-2012	Simply Money IP Holdings, LLC
SIMPLY MONEY	77612173	11-NOV-2008	3672095	25-AUG-2009	Simply Money IP Holdings, LLC
SIMPLY MONEY	77394077	11-FEB-2008	3501473	16-SEP-2008	Simply Money IP Holdings, LLC
WE MAKE MONEY SIMPLE	86571476	20-MAR-2015	4845065	03-NOV-2015	Simply Money IP Holdings, LLC
SIMPLY MONEY	86976166	13-JUN-2014	4799876	25-AUG-2015	Simply Money IP Holdings, LLC
SIMPLY MONEY	86309417	13-JUN-2014	4923482	22-MAR-2016	Simply Money IP Holdings, LLC
Circle/Spiral logo	86309484	13-JUN-2014	4788530	11-AUG-2015	Simply Money IP Holdings, LLC
Simply Money Media	86648518	2-JUN-2015	5396796	6-FEB-2018	Simply Money IP Holdings, LLC