

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Capital, Inc. successor in interest to Trinity Capital Fund, L.P.		08/03/2020	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Handle Financial, Inc.
<b>Street Address:</b>	5201 Great America Parkway
<b>Internal Address:</b>	Suite 510
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4491982	PAY NEAR ME
Registration Number:	4491981	PAY NEAR ME
Registration Number:	4491967	PAYNEARME
Registration Number:	4213967	MOBILLIGY
Registration Number:	4459424	PAYNEARME
Registration Number:	4400415	KWEDIT
Registration Number:	4601680	THE PAYMENT PROMISE NETWORK

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1252397 TM
<b>NAME OF SUBMITTER:</b>	Robin Dunn
<b>SIGNATURE:</b>	/Robin Dunn/
<b>DATE SIGNED:</b>	08/07/2020

**Total Attachments: 7**

source=Trademark Cover Sheet with IP Release-Trinity#page2.tif

source=Trademark Cover Sheet with IP Release-Trinity#page3.tif

source=Trademark Cover Sheet with IP Release-Trinity#page4.tif

source=Trademark Cover Sheet with IP Release-Trinity#page5.tif

source=Trademark Cover Sheet with IP Release-Trinity#page6.tif

source=Trademark Cover Sheet with IP Release-Trinity#page7.tif

source=Trademark Cover Sheet with IP Release-Trinity#page8.tif

## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination") is executed by TRINITY CAPITAL INC., a Maryland corporation and successor in interest to TRINITY CAPITAL FUND L.P. ("Lender"), in favor of HANDLE FINANCIAL, INC. (formerly known as PayNearMe, Inc.) ("Grantor"), to be effective as of August 3, 2020. All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

### RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of June 29, 2017 (the "Security Agreement"), by and between Lender and Grantor, Grantor granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 29, 2017, at Reel/Frame 6095/0316 and Reel/Frame 6095/0334, and with the Patent Division of the United States Patent and Trademark Office on June 29, 2017, at Reel/Frame 043062/0730, in each case to evidence the security interest granted under the Security Agreement.

C. Lender agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

### AGREEMENT

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

(a) Lender expressly terminates and releases all of Lender's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(ii) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit B;

(iii) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit C;

(iv) mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works"), including Mask Works described in Exhibit D;

(v) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(vi) design rights;

(vii) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lender has executed and delivered this Termination effective as of the day and year first above written.

**TRINITY CAPITAL INC.** *successor in interest to*  
**TRINITY CAPITAL FUND, L.P.**  
("Lender")

By: DocuSigned by:  
*Susan Echard* 8/6/2020

Name: Susan Echard  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TERMINATION & RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A  
COPYRIGHTS

*None.*

**EXHIBIT B****PATENTS**

<b>Title</b>	<b>Application Number Application Date</b>	<b>Publication Number Publication Date</b>	<b>OWNER</b>
System and method for facilitating cash payment transactions using a mobile device	13479135 5/23/2012	9626701 4/18/2017	PAYNEARME, INC.
Honorary credit system and method	12712990 2/25/2010	8275699 9/25/2012	PAYNEARME, INC.
Payment System to Facilitate Transactions	15227448 8/3/2016	20160342966 11/24/2016	PAYNEARME INC
Payment card virtualization	14450043 8/1/2014	20160034888 2/4/2016	PAYNEARME, INC.
Systems and methods for cash payments for online gaming	14594565 1/12/2015	20150199873 7/16/2015	PAYNEARME, INC.
Payment Processing with Dynamic Barcodes	14189007 2/25/2014	20140358707 12/4/2014	PAYNEARME, INC.
Systems and methods for barcode translation	14307609 6/18/2014	20140297441 10/2/2014	PAYNEARME, INC.
Payment System	14212589 3/14/2014	20140278609 9/18/2014	PAYNEARME, INC.
System and method to facilitate retail promotions	13209291 8/12/2011	20130041729 2/14/2013	PAYNEARME, INC.
System and method for facilitating cash payment transactions using a mobile device	15524130 4/18/2017	N/A	PAYNEARME, INC.
Systems and methods for cash payments for online gaming	14594565 1/12/2015	20150199873 7/16/2015	PAYNEARME, INC.

EXHIBIT C  
TRADEMARKS




Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
HANDLE	U.S. Federal	PENDING Intent to Use	87393195 3/30/2017		HANDLE FINANCIAL, INC.
PAY NEAR ME 	U.S. Federal	REGISTERED	85729107 9/14/2012	4491982 3/4/2014	PAYNEARME, INC.
PAY NEAR ME 	U.S. Federal	REGISTERED	85729103 9/14/2012	4491981 3/4/2014	PAYNEARME, INC.
PAYNEARME	U.S. Federal	REGISTERED	85721832 9/6/2012	4491967 3/4/2014	PAYNEARME, INC.
MOBILLIGY	U.S. Federal	REGISTERED	85552536 2/24/2012	4213967 9/25/2012	MOBILLIGY, INC.
PAYNEARME	U.S. Federal	REGISTERED	85094745 7/28/2010	4459424 12/31/2013	PAYNEARME, INC.
KWEDIT 	U.S. Federal	REGISTERED	77907400 1/7/2010	4400415 9/10/2013	PAYNEARME, INC.
THE PAYMENT PROMISE NETWORK	U.S. Federal	REGISTERED	77813168 8/26/2009	4601680 9/9/2014	PAYNEARME, INC.



EXHIBIT D

MASK WORKS

*None.*