

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Pay-O-Matic Corp.		07/30/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	6111 North River Road		
City:	Rosemount		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	banking corporation: OHIO		
Name:	Republic Bank of Chicago		
Street Address:	2221 Camden Court		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60521		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4575541	POMLINK	
Registration Number:	3936937	EXCELLA	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	2029068618		
Email:	tm@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		

CH \$65.00 4575541

DATE SIGNED:	08/11/2020
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Total Attachments: 5

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NOTICE OF ASSIGNMENT
OF SECURITY INTEREST
IN
INTELLECTUAL PROPERTY
July 30, 2020

United States Patent and Trademark Office
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Ladies and Gentlemen:

Please be advised that pursuant to that certain Pledge and Security Agreement dated as of March 31, 2015 (as amended, modified, extended or restated from time to time the "Prior Agreement") by and among The Pay-O-Matic Corp., a New York corporation, Pay-O-Matic Check Cashing Corp., a New York corporation, FEF Cash, Inc., a Delaware corporation, Rapid Armored Corporation, a New York corporation, (each a "Grantor" and collectively, the "Grantors") and MB Financial Bank, N.A. ("MB Financial"), in its capacity as administrative agent for the holders of the Secured Obligations referenced therein, the undersigned Grantor granted a continuing security interest in and right to set off against the Intellectual Property shown on Schedule 1 of that certain Notice of Grant of Security Interest in Intellectual Property dated March 31, 2015 recorded with the U.S. Patent and Trademark Office on April 1, 2015 on Reel 005490 and Frame 0276 (the "Intellectual Property"). As of the date hereof, Fifth Third Bank ("Assignor"), which is successor in interest to MB Financial, is withdrawing as administrative agent under the Prior Agreement and is being replaced by Republic Bank of Chicago. Accordingly, Assignor completely and irrevocably transfers, assigns and conveys, all of its right, title and interest in the Intellectual Property and such security interest to the Republic Bank of Chicago, in its capacity as administrative agent (the "Administrative Agent").

Furthermore, that certain Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") by and among the Grantors and Administrative Agent for the lenders referenced therein, has amended, restated and replaced the Prior Agreement. The undersigned Grantor reaffirms that the continuing security interest in and continuing lien upon, with a right to set off against, the Intellectual Property shown on Schedule 1 attached hereto that Grantor granted pursuant to the Prior Agreement, continues in full force and effect, unabated and unmodified, pursuant to the Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement. The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing Intellectual Property (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

This notice may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this notice, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this notice.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow]

In Witness Whereof, the undersigned Grantor has caused this Notice of Assignment of Security Interest in Intellectual Property to be duly executed and delivered as of the date written above.

Very truly yours,

THE PAY-O-MATIC CORP.,
a New York corporation

By: 
Name: James Shreero
Its: Chief Financial Officer

Acknowledged and Accepted
as of the date last written above:

FIFTH THIRD BANK,
successor in interest to MB Financial Bank,
as Assignor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted
as of the date last written above:

REPUBLIC BANK OF CHICAGO,
as Administrative Agent

By: _____
Name: David S. Ryan
Title: Senior Vice President

In Witness Whereof, the undersigned Grantor has caused this Notice of Assignment of Security Interest in Intellectual Property to be duly executed and delivered as of the date written above.


Very truly yours,

THE PAY-O-MATIC CORP.,
a New York corporation

By: _____
Name: James Shreero
Its: Chief Financial Officer

Acknowledged and Accepted
as of the date last written above:

FIFTH THIRD BANK,
successor in interest to MB Financial Bank,
as Assignor

By: 
Name: Tanja Wiley
Title: Vice President

Acknowledged and Accepted
as of the date last written above:

REPUBLIC BANK OF CHICAGO,
as Administrative Agent

By: _____
Name: David S. Ryan
Title: Senior Vice President

In Witness Whereof, the undersigned Grantor has caused this Notice of Assignment of Security Interest in Intellectual Property to be duly executed and delivered as of the date written above.

Very truly yours,

THE PAY-O-MATIC CORP.,
a New York corporation

By: _____
Name: James Shreero
Its: Chief Financial Officer

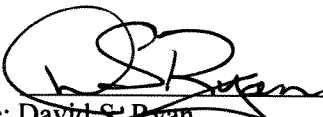
Acknowledged and Accepted
as of the date last written above:

FIFTH THIRD BANK,
successor in interest to MB Financial Bank,
as Assignor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted
as of the date last written above:

REPUBLIC BANK OF CHICAGO,
as Administrative Agent

By:  _____
Name: David S. Ryan
Title: Senior Vice President

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor/Owner	Mark	Country	Application Number	Application Date	Registration Number	Registration Date
The Pay-O-Matic Corp.	POMLINK	U.S.	86153447	27-Dec-2013	4575541	29-Jul-2014
The Pay-O-Matic Corp.	EXCELLA	U.S.	85000624	29-Mar-2010	3936937	29-Mar-2011