

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIXTH STREET SPECIALTY LENDING, INC.	FORMERLY TPG SPECIALTY LENDING, INC.	08/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AFS TECHNOLOGIES, INC.		
Street Address:	5201 W KENNEDY BLVD		
Internal Address:	#200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Corporation: DELAWARE		
Name:	AFS TECHNOLOGIES HOLDINGS, INC.		
Street Address:	5201 W KENNEDY BLVD		
Internal Address:	#200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Corporation: DELAWARE		
Name:	AFS FINANCIAL SOLUTIONS, INC.		
Street Address:	5201 W KENNEDY BLVD		
Internal Address:	#200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Corporation: DELAWARE		
Name:	QUOFORE INTERNATIONAL, INC.		
Street Address:	5201 W KENNEDY BLVD		
Internal Address:	#200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		

TRADEMARK

Entity Type:	Corporation: DELAWARE
Name:	AFS MEI USA HOLDINGS, INC.
Street Address:	5201 W KENNEDY BLVD
Internal Address:	#200
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33609
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4297050	VALUTRAK
Registration Number:	4382972	AFS TECHNOLOGIES
Registration Number:	4692831	DATUM AFS TECHNOLOGIES
Registration Number:	4675825	AFS TRADEPRO
Registration Number:	4490332	SOFTRAX
Registration Number:	4509072	GENWEB
Registration Number:	4350352	EASYOPERATOR
Registration Number:	2238659	PROFILE

CORRESPONDENCE DATA

Fax Number:

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.

Email: skirschenheiter@paulweiss.com, cmannino@paulweiss.com, snygren@paulweiss.com

Correspondent Name: SARAH KIRSCHENHEITER

Address Line 1: PAUL WEISS RIFKIND WHARTON & GARRISON LLP

Address Line 2: 1285 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	15165-037
NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	09/30/2020

Total Attachments: 12

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RELEASE OF TRADEMARK SECURITY AGREEMENT

August 19, 2020

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 16, 2018 and attached hereto as Exhibit A (the “Agreement”), the Grantors party thereto (individually and collectively, the “Releasees”) created in favor of Sixth Street Specialty Lending, Inc. (f/k/a TPG Specialty Lending, Inc.), a Delaware corporation (in such capacity, together with its successors and assigns, “Releasor”), as agent for each member of the Lender Group (as defined therein) and the Bank Product Providers (as defined therein) under that certain Credit Agreement, dated as of October 16, 2018, as amended through the date hereof, a security interest in all of the Trademark Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on October 16, 2018, at Reel 6458, Frame 0223; and

WHEREAS, Releasees have requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this “Release”) to confirm the release, relinquishment and discharge of Releasor’s security interest in the Trademark Collateral.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given or referenced to them in the Agreement.

2. Release of Security Interest. Releasor hereby, on behalf of itself and each member of the Lender Group and each of the Bank Product Providers (collectively, the “Secured Parties”), (i) terminates, releases, cancels, relinquishes and discharges its and the Secured Parties’ Security Interest in the Trademark Collateral, including without limitation, all of Releasees’ right, title and interest in and to the Trademark Collateral listed on Schedule I to the Agreement, together with any and all (a) rights and privileges arising under applicable requirements of law with respect to the use or ownership of any of the foregoing, (b) goodwill associated therewith, (c) continuations, extensions, and renewals thereof and amendments thereto, (d) proceeds of any and all of the foregoing and (e) exclusive licenses in or to Trademarks, as well as any other lien or security interest Releasor or any Secured Party may have in the Trademark Collateral or any other collateral of Releasee under the Agreement, (ii) terminates the Agreement and (iii) hereby reassigns any and all such right, title and interest that the Releasor or any Secured Party may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to each of the Grantors.

3. Authorization. Releasor hereby authorizes Releasees or Releasees’ agent to record this Release with the United States Patent and Trademark Office.

4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[signature page follows]

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0126

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

SIXTH STREET SPECIALTY LENDING, INC.



By: _____
Name: Robert (Bo) Stanley
Title: President

EXHIBIT A

[see attached]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 16th day of October, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TPG SPECIALTY LENDING, INC., a Delaware corporation (“TSL”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among GOLD ACQUISITION CORP., a Delaware corporation (“Parent”), AFS TECHNOLOGIES, INC., a Delaware corporation (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, TSL and PNC Bank, National Association, a national banking association (“PNC”), as joint lead arrangers, and TSL and PNC, as joint book runners, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 16, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF


LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

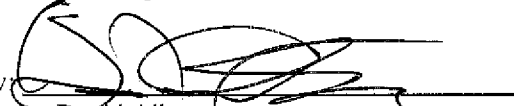
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


AFS TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS TECHNOLOGIES HOLDINGS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS FINANCIAL SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer

QUOFORE INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer


AFS MEI USA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: David Alberty
Title: Chief Financial Officer, Secretary and Treasurer

AGENT:




ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC., a
Delaware corporation

By: 
Name: Robert (Bo) Stanley
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications:

Trademark	Owner	Country	Serial No./ Reg No.	Filing Date/ Reg. Date	Status
VALUTRAK	AFS Technologies, Inc.	U.S.	85/352,990 4,297,050	06/22/2011 03/05/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	U.S.	85/761,903 4,382,972	10/24/2012 08/13/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	Australia	1161199 1561366	4/24/2013 11/17/2016	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	Canada	1,623,955 TMA905,952	4/24/2013 06/11/2015	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	China	1,161,199	04/24/2013	Pending
AFS TECHNOLOGIES	AFS Technologies, Inc.	Madrid Protocol	1,161,199	4/19/2013	Registered
AFS TECHNOLOGIES	AFS Technologies, Inc.	India	2,519,681	4/25/2013	Pending
	AFS Technologies, Inc.	U.S.	85/764,058 4,692,831	10/25/2012 02/24/2015	Registered
AFS TRADEPRO	AFS Technologies, Inc.	U.S.	85/776,280 4,675,825	11/9/2012 01/20/2015	Registered
SOFTRAX	AFS Financial Solutions, Inc.	U.S.	85/802,837 4,490,332	12/14/2012 03/04/2014	Registered
GENWEB	AFS Technologies, Inc.	U.S.	85/822,955 4,509,072	1/14/2013 4/08/2014	Registered
EASYOPERATOR	AFS Technologies, Inc.	U.S.	85/841,615 4,350,352	2/5/2013 6/11/2013	Registered
TRADEINSIGHT	AFS MEI USA Holdings, Inc.	Canada	1,503,090 TMA807471	11/9/2010 9/23/2011	Registered
	AFS Group Canada Inc.	Canada	1,503,094 TMA807470	11/9/2010 9/23/2011	Registered
	AFS MEI USA Holdings,	Canada	1,503,094 TMA812275	11/9/2010 11/21/2011	Registered

Trademark	Owner	Country	Serial No./ Reg No.	Filing Date/ Reg. Date	Status
	Inc.				
QUOFORE	Quofore International, Inc.	Canada	1,456,722 TMA825640	10/26/2009 6/6/2012	Registered
QUOFORE (Class 9)	Quofore International, Inc.	Mexico	1,046,749 1,152,550	11/10/2009 4/14/2010	Registered
QUOFORE (Class 9)	Quofore International, Inc.	Brazil	902230077	12/30/2009	Awaiting Certificate of Registration
QUOFORE	Quofore International, Inc.	Madrid Protocol	A0017566 1,020,934	10/23/2009 10/23/2009	Registered Protected in European Community, Australia, Russia, Japan, Singapore, Republic of Korea, China and Vietnam
QUOFORE (Class 9)	Quofore International, Inc.	India	1,889,564 982887	11/27/2009 3/21/2011	Registered
QUOFORE (Class 42)	Quofore International, Inc.	India	1,889,565 996623	11/27/2009 3/21/2011	Registered
QUOFORE (Class 42)	Quofore International, Inc.	Brazil	902230107	12/30/2009 11/27/2012	Registered
PROFILE	Foodservice Ventures, L.L.C. (AFS Technologies Holdings, Inc.)	U.S.	75/424,780 2,238,659	1/28/1998 4/13/1999	Registered
UNIVERSELL	AFS MEI USA Holdings, Inc.	Canada	0836049 TMA487378	2/10/1997 12/22/1997	Registered