

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		11/30/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Payfone, Inc.		
<b>Street Address:</b>	245 Fifth Avenue, 20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613132	AUTHENTIFY	
<b>Registration Number:</b>	4900291	AUTHENTIFY XFA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,rachel.fink@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	12/21/2020		
<b>Total Attachments: 4</b>			
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## PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Partial Release of Security Interests in Trademarks (this "Partial Release") is made as of the 30th day of November 2020 (the "Release Date"), by and between JPMorgan Chase Bank, N.A., having a place of business at 237 Park Avenue, 6<sup>th</sup> Floor, New York, NY 10017 (the "Administrative Agent") and Payfone, Inc., a Delaware corporation having an address of 245 Fifth Avenue, 20<sup>th</sup> Floor, New York, NY 10016 (the "Grantor").

WHEREAS, a Confirmatory Grant of Security Interest in Trademarks between the Administrative Agent and Grantor was recorded on June 18, 2020 at the U.S. Patent and Trademark Office Assignment Division, at Reel 006974, Frame 0224 (the "Confirmatory Grant"), which Confirmatory Grant was entered into in conjunction with a Security Agreement between the Administrative Agent and Grantor executed on June 17, 2020 (the "Security Agreement").

WHEREAS, in connection with that certain Trademark and Domain Name Purchase Agreement between Grantor and Early Warning Services, LLC, a Delaware limited liability company, having an address at 16552 North 90<sup>th</sup> Street, Scottsdale, AZ 852600 ("Early Warning") dated October 26, 2020, Grantor has requested that the Administrative Agent terminate, release and discharge its lien on and security interest in all the trademarks listed on Schedule A (collectively, the "Specified Trademarks"), which Specified Trademarks formed part of the collateral in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Administrative Agent hereby agree as follows:

All of Administrative Agent's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Specified Trademarks pursuant to the Security Agreement (collectively, the "Security Interests") are hereby terminated, released and discharged.

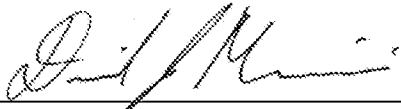
The Administrative Agent shall at the request of Grantor execute and deliver any instruments reasonably necessary or desirable to carry out the release of the Security Interests granted in accordance with this Partial Release, including without limitation any Form UCC3 or comparable financing statement amendments.

This Partial Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Partial Release shall be governed and construed in accordance with the laws of the State of New York without regard to the principles thereof relating to conflict of laws.

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IN WITNESS WHEREOF, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

BY:   
NAME: Daniel J. Maniaci  
TITLE: Vice President

Agreed and Acknowledged by:

PAYFONE, INC. d/b/a PROVE, as  
Grantor

BY: \_\_\_\_\_  
NAME:  
TITLE:

IN WITNESS WHEREOF, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

BY: \_\_\_\_\_  
NAME:  
TITLE:

Agreed and Acknowledged by:

PAYFONE, INC. d/b/a PROVE, as  
Grantor

*Tom FitzSimmons*  
BY: 0F7591AC99AB27F98B32C98FBAC9F83B \_\_\_\_\_  
NAME: **Tom FitzSimmons**  
TITLE: **CFO**

SCHEDULE A

UNITED STATES TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Authenticate	2613132	August 27, 2002
Authenticate xFA	4900291	February 16, 2016