

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks at Reel/Frame No. 6815/0243

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sixth Street Specialty Lending, Inc. (f/k/a TPG Specialty Lending, Inc.)		12/10/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Swift Prepaid Solutions, Inc.
Street Address:	2150 E. Lake Cook Road
City:	Buffalo Grove
State/Country:	ILLINOIS
Postal Code:	60089
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88443458	DIGITAL ACCELERATOR
Serial Number:	88466366	LEO PAYMENTS
Serial Number:	88466505	VINCI PAYMENTS
Serial Number:	88466522	DA V PAYMENTS
Serial Number:	88466535	DAVINCI PAYMENTS
Serial Number:	88588037	MY BALANCE PAVILION
Serial Number:	88588038	BALANCE PAVILION
Serial Number:	88588039	PREPAID PAVILION
Serial Number:	88588040	MY PREPAID PAVILION
Serial Number:	88654250	MY NET BALANCE
Serial Number:	88654253	BALANCE NETWORK
Serial Number:	88654254	MY BALANCE NETWORK
Serial Number:	88654256	MY BALANCE NET
Serial Number:	88660339	
Serial Number:	88660351	

CORRESPONDENCE DATA

Fax Number: 2138918763

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: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	049686-0063
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NAME OF SUBMITTER:	Rhonda DeLeon
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SIGNATURE:	/Rhonda DeLeon/
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DATE SIGNED:	12/10/2020
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Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of December 10, 2020 (“Effective Date”), by **SIXTH STREET SPECIALTY LENDING, INC.**, (f/k/a TPG SPECIALTY LENDING, INC., a Delaware corporation) (“Sixth Street”), as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of **SWIFT PREPAID SOLUTIONS, INC.**, an Illinois corporation (“SPS” or the “Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement (defined below) (or if not defined therein, the Security Agreement (defined below)).

WHEREAS, reference is made to: (a) that certain Financing Agreement dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to that certain Amendment Number One to Financing Agreement dated as of May 15, 2018, the “Financing Agreement”), by and among SPS, **SP GROUP MIDCO, INC.**, a Delaware corporation and a Guarantor (“Holdings”), **SP GROUP HOLDINGS, INC.**, a Delaware corporation (“Parent”), **SWIFT GIFT, LTD.**, an Illinois corporation (“Swift Gift” and together with SPS and Parent, individually and collectively, jointly and severally, “Company”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Sixth Street, as Administrative Agent and as Collateral Agent, and (b) that certain Pledge and Security Agreement, dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Grantor, the other Grantors (as defined in the Security Agreement) and Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 12, 2019, by and between Grantor and Collateral Agent, which was recorded with the United States Patent and Trademark Office on December 12, 2019, at Reel 6815, Frame 0243 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantor unconditionally granted, assigned, and pledged to Collateral Agent a continuing security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Collateral Agent now desires to (1) release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto, and (2) reassign all of its right, title, and interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Collateral Agent hereby (a) terminates, releases, and discharges its security interest in all right, title or interest in or to the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto, granted pursuant to the Trademark Security Agreement, and (b) reassigns to Grantor all right, title, and interest of Collateral Agent in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto, assigned pursuant to the Trademark Security Agreement.

2. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary or reasonably requested by Grantor, in each case to effect (a) the release of the security interest

in the Trademark Collateral contemplated hereby and (b) reassignment of all right, title, and interest of Collateral Agent in the Trademark Collateral contemplated hereby.


3. Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of Collateral Agent's rights under the Security Agreement and/or Trademark Security Agreement with respect to the Trademark Collateral.

4. This release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.



**SIXTH STREET SPECIALTY LENDING,
INC. (f/k/a TPG SPECIALTY LENDING,
INC.), as Collateral Agent**

By: 
Name: ROBERT J STANLEY
Title: PRESIDENT

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

Grantor	Country	Mark	Serial No.	Filing Date
Swift Prepaid Solutions, Inc.	United States	DIGITAL ACCELERATOR	88443458	May 23, 2019
Swift Prepaid Solutions, Inc.	United States	LEO PAYMENTS	88466366	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	VINCI PAYMENTS	88466505	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	DA V PAYMENTS	88466522	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	DAVINCI PAYMENTS	88466535	June 10, 2019
Swift Prepaid Solutions, Inc.	United States	MY BALANCE PAVILION	88588037	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	BALANCE PAVILION	88588038	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	PREPAID PAVILION	88588039	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	MY PREPAID PAVILION	88588040	August 22, 2019
Swift Prepaid Solutions, Inc.	United States	MY NET BALANCE	88654250	October 15, 2019
Swift Prepaid Solutions, Inc.	United States	BALANCE NETWORK	88654253	October 15, 2019

Swift Prepaid Solutions, Inc.	United States	MY BALANCE NETWORK	88654254	October 15, 2019
Swift Prepaid Solutions, Inc.	United States	MY BALANCE NET	88654256	October 15, 2019
Swift Prepaid Solutions, Inc.	United States		88660339	October 18, 2019
Swift Prepaid Solutions, Inc.	United States		88660351	October 18, 2019

Trademark Applications:

None.