

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633178

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900599801

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sterling National Bank		12/29/2016	Corporation:

RECEIVING PARTY DATA

Name:	CardCash Exchange, Inc.
Street Address:	1950 Rutgers University Blvd.
City:	Lakewood
State/Country:	NEW JERSEY
Postal Code:	08701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85252701	CARDCASH

CORRESPONDENCE DATA

Fax Number: 6516662789

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: 6512194300

Email: sarah.murphy@unisearch.com

Correspondent Name: Sarah Murphy / Unisearch, Inc.

Address Line 1: 525 Park Street

Address Line 2: Suite 247

Address Line 4: St. Paul, MINNESOTA 55103

NAME OF SUBMITTER:	Sarah Murphy
SIGNATURE:	/Sarah Murphy/
DATE SIGNED:	03/19/2021

Total Attachments: 9

source=CardCash Exchange , Inc. - notice of termination#page1.tif
source=CardCash Exchange , Inc. - notice of termination#page2.tif
source=CardCash Exchange , Inc. - notice of termination#page3.tif
source=CardCash Exchange , Inc. - notice of termination#page4.tif

source=CardCash Exchange , Inc. - notice of termination#page5.tif
source=CardCash Exchange , Inc. - notice of termination#page6.tif
source=CardCash Exchange , Inc. - notice of termination#page7.tif
source=CardCash Exchange , Inc. - notice of termination#page8.tif
source=CardCash Exchange , Inc. - notice of termination#page9.tif

Termination and Release of Security Interest in Trademark rights

**Termination and Release dated as of 12/29/2016 from
Sterling National Bank, grantor, as collateral agent pursuant to the
credit agreement dated as of 11/25/2014 to obligator.**

Now, therefore for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by trademark collateral pursuant to the security agreement the receipt of adequacy of which are hereby acknowledged and upon the terms set forth in this termination and release, the agent hereby states as follows:

1. Definitions: The term trademark collateral as used herein, shall mean all the obligatory right, title and interest of every kind and nature as of the date hereof is the patents listed on schedule A hereto.

2. Release of Security Interest: The agent hereby terminates, releases and discharges its security interest in the trademark collateral, and any right, title or interest and goodwill of the agent in such trademark collateral shall hereby cease and become void.

In Witness whereof, the undersigned has executed this termination and release by its' duly authorized officer as of the date first above written.

Company name: Sterling National Bank

By, Andrew Hausspiegel title First Vice President



STERLING
NATIONAL BANK

TERMINATION AGREEMENT

December 29, 2016

CardCash Exchange, Inc.
1950 Rutgers University Blvd.
Lakewood, New Jersey 08701

Ladies and Gentlemen:

This Termination Agreement (this "Agreement") is entered into by and among CARD CASH EXCHANGE, INC., a Delaware corporation (the "Borrower"), ELLIOTT BOHM, ("BOHM"), and MARC ACKERMAN ("ACKERMAN"); and together with BOHM, individually a "Guarantor" and collectively, the "Guarantors", and STERLING NATIONAL BANK ("Sterling").

Sterling and Borrower have entered into, a line of credit loan facility in the original aggregate amount of \$6,000,000 established by Sterling to the Borrower, inclusive of a revolving line of credit and various sublimits (the "Loan Facility"), the terms of which are set forth in various documents, instruments and agreements including, but not limited to, a Loan and Security Agreement and certain Guaranties, each dated as of November 25, 2014 (collectively, the "Loan Documents").

1. Termination. Upon the satisfaction of the conditions set forth in Section 8, automatically and without further action by any party: (i) all of the obligations to Sterling (other than the Continuing Obligations (as defined below)) of the Borrower and each Guarantor will be paid, satisfied and discharged in full, (ii) the financing arrangements entered into by and among Sterling, the Borrower and each Guarantor pursuant to the Loan Documents shall be terminated, cancelled and of no further force and effect, except for the Continuing Obligations, (iii) neither the Borrower nor any Guarantor shall have any other or further obligations, liabilities and indebtedness of any kind to Sterling arising under or in connection with the Loan Documents (other than the Continuing Obligations), (iv) any and all security interests in, liens and mortgages upon, rights of set off against and pledges of all properties and assets of Borrower and Guarantors heretofore granted, pledged or assigned to Sterling pursuant to the Loan Documents shall be terminated and released, and (v) all Loan Documents (other than the provisions that expressly survive the termination thereof pursuant to the terms thereof) shall be terminated and

3074604 v. 2

TRADEMARK
REEL: 007227 FRAME: 0878

of no force and effect. As of the date of this Agreement, Sterling shall have no further obligation to make new loans or provide any other financial accommodations under the Loan Documents to Borrower or Guarantors. Borrower and Guarantors agree to close any and all accounts and terminate all other bank products, other than treasury management products, that they may have with Sterling no later than 30 (thirty) days after the date of this Agreement. Borrower agrees that Sterling has no obligation to consider requests for overdraft advances with respect to any deposit accounts maintained by Sterling, and that checks, instruments and payment orders drawn thereon will be honored only to the extent that sufficient available funds are deposited therein at the time that any such checks, instruments and payment orders are presented for payment. Sterling agrees to maintain treasury management products for Borrower on terms and conditions satisfactory to Sterling subject to the provisions of all agreements, documents and instruments with respect thereto currently in effect as among Sterling and Borrower until such time as Sterling decides to terminate such products in the exercise of its sole discretion, in accordance with its customary policies and procedures.

2. Continuing Obligations. Notwithstanding anything to the contrary contained herein, Borrower and Guarantors are not released from, and hereby ratify and confirm their continuing liability to Sterling for the payment and satisfaction in full of the following (collectively, the "Continuing Obligations"): (a) unasserted contingent indemnification obligations of Borrower and Guarantors to Sterling which by the terms of the Loan Documents expressly survive the termination thereof, and (b) the obligations of Borrower and Guarantors under or in connection with this Agreement (including, without limitation, for any returned items under Section 3 below and for Sterling's legal fees and expenses).

3. Indemnification for Returned Items. Notwithstanding anything to the contrary contained in Section 1 above, each Borrower agrees to indemnify Sterling from and hold Sterling harmless against all loss, cost, damage or expense which Sterling may suffer or incur as a result of any non-payment, claim, refund or dishonor of any checks or other items which have been credited by Sterling to the account of Borrower with Sterling in determining the amount to be paid to Sterling hereunder, together with any reasonable expenses or other reasonable and customary charges incident thereto other than any loss, cost, damage or expense determined by a final non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Sterling.

4. Reserve for Continuing Obligations. On or prior to the Cutoff Time (as defined in Section 8), Borrower shall have paid \$5,000 (the "Reserve") to Sterling, which Sterling will hold in one or more of its own accounts as a reserve for a period of 60 (sixty) days following the date hereof (the "Hold Period"). The Reserve will be used by Sterling to pay for any Continuing Obligations in respect of which Borrower is obligated to indemnify or otherwise pay Sterling under the Loan Documents or this Agreement. For the avoidance of doubt, Sterling may commingle the Reserve with its own funds, and to use the Reserve at any and all times to pay the Continuing Obligations, in each case without any consent of Borrower, Guarantors or any other entity or person. The Reserve will be the property of Sterling, and neither Borrower nor Guarantors will have any right, title or interest in respect of the Reserve; provided, that upon expiration of the Hold Period, Sterling will promptly pay to Borrower the portion of the Reserve, if any, that Sterling shall not have used to pay the Continuing Obligations. If any injunction or stay is issued (including an automatic stay due to a bankruptcy proceeding) during the Hold

Period that prohibits Sterling from using the Reserve to pay any Continuing Obligations, then the Hold Period shall be tolled until such injunction or stay is lifted. In the event that any court of competent jurisdiction renders a decision that the Reserve is the property of the Borrower, then the Borrower agrees that it shall be deemed to have granted a first priority security interest in the Reserve to Sterling to secure the Continuing Obligations.

5. Delivery of Documents. Upon the satisfaction of the conditions set forth in Section 8, Sterling shall execute and/or deliver, as applicable, to Borrower or Borrower's counsel or designees, the following documents at Borrower's request, in each case as prepared by and at the expense of Borrower, and in form and substance reasonably satisfactory to Sterling:

(a) Uniform Commercial Code releases and/or terminations in form acceptable for recording covering all financing statements which have been filed by or on behalf of Sterling against any Borrower or Guarantor pursuant to the Loan Documents;

(b) discharges or satisfactions of any mortgages or deeds of trust or leasehold mortgages or leasehold deeds of trust or similar real property instruments, if any, previously executed and delivered to Sterling by any Borrower or Guarantor pursuant to the Loan Documents;

(c) notices of termination in respect of all control agreements, if any, entered into by any Borrower or Guarantor in favor of Sterling pursuant to the Loan Documents; and

(d) releases of security interests in trademarks, patents and copyrights, if any, granted by any Borrower or Guarantor to Sterling pursuant to the Loan Documents.

6. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Sterling reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Sterling in connection with their arrangements with Borrower and Guarantors pursuant to the Loan Documents, and all of their rights to any monies due or to become due under such checks or similar instruments and/or all of their claims thereon.

7. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Sterling from or for the account of Borrower or Guarantors pursuant to the Loan Documents is avoided, rescinded, set aside or must otherwise be returned or repaid by Sterling in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower or any Guarantor, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower and Guarantors. In such event, Borrower and Guarantors shall be and remain liable to Sterling for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Sterling.

8. Conditions Precedent. The effectiveness of any termination statements or other similar release instruments delivered by Sterling hereunder are subject to and conditioned upon the following: (a) the payment of the amounts set forth on Schedule 1 hereto (collectively, the "Payoff Amount"), sent by federal funds wire transfer to the bank accounts designated in such Schedule 1 for such purpose by no later than 2:00 p.m. EST (the "Cutoff Time") on December 30, 2016, (provided, that this Agreement shall terminate and be of no further force or effect if the

Payoff Amount is not received prior to the Cutoff Time on December 30, 2016); (b) the receipt by Sterling of the Reserve Amount in accordance with Section 4; and (c) the receipt by Sterling or its agent of a copy of this Agreement (whether counterparts or otherwise) duly executed by Borrower and Guarantors.

9. Release. The Borrower and each Guarantor, for and in consideration of the agreement provided by Sterling herein, does hereby release, discharge and acquit Sterling and its officers, directors, agents and employees and its successors and assigns from all obligations to Borrower and Guarantors (and their successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that Borrower or Guarantors at any time had or has, or that it or its respective successors or assigns hereafter can or may have against Sterling and its officers, directors, agents and employees and its successors and assigns, directly or indirectly arising out of or in any way related to the Loan Documents or any transactions thereunder arising prior to the date hereof (and other than any matters arising out of this Agreement).

10. Further Assurances. Upon the satisfaction of the conditions set forth in Section 8, Sterling further agrees to furnish to Borrower and Borrower's counsel or designees, at Borrower's expense, additional releases and/or termination statements and such other and further documents, instruments and agreements as may be reasonably requested by Borrower, in order to effect and evidence more fully the matters covered hereby. Sterling hereby irrevocably and unconditionally authorizes Borrower (or their designees) to file at any time and from time to time (i) UCC termination statements, (ii) releases of security interests in trademarks, patents and copyrights and (iii) mortgage releases, in each case as may be necessary to effectuate the purpose and intention of this Agreement. Notwithstanding anything herein to the contrary, Sterling hereby is authorizing solely the release of the liens on the Collateral granted to it pursuant to, and all guarantees provided in respect of, the Loan Documents and has not authorized, and is not hereby authorizing, the release of, or the filing of any termination statement or other document with respect to, any other liens, security interests or guarantees at any time granted by Borrower or any Guarantor in favor of Sterling National Bank or any other person pursuant to any other document that is not a Loan Document or in favor of any other person.

11. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

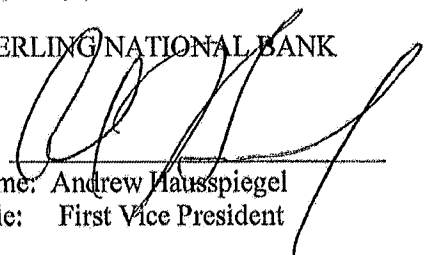
12. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This Agreement may be delivered by telecopier or electronic mail with the same force and effect as if it were a manually delivered counterpart.

13. Construction. All references to "Sterling", "Borrower" or "Guarantors" herein shall include their respective successors and permitted assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

STERLING NATIONAL BANK

By: 
Name: Andrew Hausspiegel
Title: First Vice President

[Signature Page to Termination Agreement]

3074604 v.2

TRADEMARK
REEL: 007227 FRAME: 0882

ACKNOWLEDGED AND AGREED:

BORROWER:

CARDCASH EXCHANGE, INC.

By: Elliot Bohm
Name: Elliot Bohm
Title: CEO

GUARANTOR:

Elliot Bohm
ELLIOTT BOHM

GUARANTOR:

Marc Ackerman
MARC ACKERMAN

[Signature Page to Termination Agreement]

3074604 v. 2