

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHURCHILL AGENCY SERVICES LLC, as Collateral Agent		04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PAYMENT ALLIANCE INTERNATIONAL, INC.
Street Address:	13155 Noel Road
Internal Address:	Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	88228758	ERMS
Registration Number:	3344131	PAYMENT ALLIANCE INTERNATIONAL
Registration Number:	4087989	PAI CA\$H ADVANCE
Registration Number:	4090222	PAIMOBILE
Registration Number:	5431515	PAYMENT ALLIANCE INTERNATIONAL
Registration Number:	5558532	THE TRUSTED LEADER IN ATM INNOVATION
Registration Number:	5405484	SHAPING THE FUTURE OF ATM INNOVATION

CORRESPONDENCE DATA

Fax Number: 8046982196

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: 804 775 1846

Email: edavenport@mcguirewoods.com

Correspondent Name: Stephanie A. Martinez, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

OP \$190.00 88228758

NAME OF SUBMITTER:	Stephanie A. Martinez
SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	04/01/2021
Total Attachments: 3 source=Termination of Trademark Security Agreement Executed#page1.tif source=Termination of Trademark Security Agreement Executed#page2.tif source=Termination of Trademark Security Agreement Executed#page3.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of April 1, 2021, is made by **CHURCHILL AGENCY SERVICES LLC**, as Collateral Agent (in such capacity, the "Collateral Agent"), in favor of **PAYMENT ALLIANCE INTERNATIONAL, INC.** ("Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of January 31, 2019, recorded at Reel 6548, Frame 0538 in the Trademark Division of the United States Patent and Trademark Office on February 4, 2019 (the "Trademark Grant");

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of January 31, 2019 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Grantor party thereto from time to time and the Collateral Agent and (ii) the Trademark Grant, the Grantor pledged and granted to the Collateral Agent a security interest in and to and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks, including those trademarks and trademark applications listed on Exhibit A attached hereto; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest in and to and lien on all right, title and interest of the Grantor in, to and under the Trademarks and reassign any and all such right title and interest to the Grantor.

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


1. The Collateral Agent hereby terminates, cancels, releases and discharges all of its mortgages, liens, and security interests in, to and on all of the Grantor's right, title and interest in, to and under the Trademarks and hereby reassigns any and all such right, title and interest to the Grantor.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. **THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

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CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By:  _____

Name: Mathew Linett
Title: Senior Managing Director

EXHIBIT A

Trademarks and Trademark Applications

Trademark	Status	App. Date	Reg. No./ Date or Application No.	Intl. Class	Grantor
Payment Alliance International PAYMENT ALLIANCE INTERNATIONAL	Registered	13-JUL-2006	3344131 27-NOV-2007	36	Payment Alliance International, Inc.
PAI CASH Advance PAI CASH Advance	Registered	20-JUN-2011	4087989 17-JAN-2012	36	Payment Alliance International, Inc.
PAImobile 	Registered	09-MAY- 2011	4090222 24-JAN-2012	35	Payment Alliance International, Inc.
Payment Alliance International (New Arrow Logo) 	Registered	05-JUN-2017	5431515 27-MAR- 2018	36	Payment Alliance International, Inc.
The Trusted Leader in ATM Innovation	Registered	05-JUN-2017	5558532 11-SEPT- 2018	36	Payment Alliance International, Inc.
Shaping the Future of ATM Innovation	Registered	05-JUN-2017	5405484 20-FEB-2018	36	Payment Alliance International, Inc.
eRMS and Design 	Pending	13-DEC- 2018	88228758	42	Payment Alliance International, Inc.