

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		08/11/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Adpay, Inc.		
Street Address:	391 Inverness Parkway		
Internal Address:	Suite 100		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3087275	ADPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	DBBosworth@mintz.com		
Correspondent Name:	DANIEL BOSWORTH		
Address Line 1:	666 THIRD AVENUE		
Address Line 2:	MINTZ		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	056812-002		
NAME OF SUBMITTER:	robert sweeney		
SIGNATURE:	/robert sweeney/		
DATE SIGNED:	08/11/2021		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 11, 2021, by MADISON CAPITAL FUNDING LLC (“Agent”) as collateral agent for the Lenders and other secured parties (“Secured Parties”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Adpay, Inc., a Delaware corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of May 27, 2021 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent for the ratable benefit of the Secured Parties in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 27, 2021, at Reel 7308, Frame 0528;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Secured Parties, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

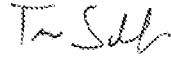
2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC



By: _____
Name: Timothy Schuessler
Title: Vice President

SCHEDULE 1

Mark	Application No.	Application Date	Registration No.	Registration Date
ADPAY	78505625	10/25/04	3087275	5/2/06