

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797381

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademark Collateral recorded at R/F 6408/0674 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Truist Bank, as Administrative Agent | | 03/24/2023 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Nodus Technologies, Inc. | | |
| Street Address: | 2099 S. State College Blvd | | |
| Internal Address: | Suite 250 | | |
| City: | Anaheim | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92806 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5340717 | CREDIT CARD ADVANTAGE | |
| Registration Number: | 4573902 | CRM CHARGE | |
| Registration Number: | 3637559 | | |
| Registration Number: | 3754662 | ESOP | |
| Registration Number: | 3637558 | NODUS | |
| Registration Number: | 2876650 | NODUS | |
| Registration Number: | 4565040 | PAYFABRIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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> | | | |
| Phone: | 2129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 1271 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 068860-0005 | | |

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|---|--------------------|
| NAME OF SUBMITTER: | Angela M. Amaru |
| SIGNATURE: | /s/Angela M. Amaru |
| DATE SIGNED: | 03/24/2023 |
| Total Attachments: 3 source=EVO Trademark Release (RF 6408-0674) Executed#page1.tif source=EVO Trademark Release (RF 6408-0674) Executed#page2.tif source=EVO Trademark Release (RF 6408-0674) Executed#page3.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of March 24, 2023 (the “Effective Date”), is made by TRUIST BANK, as administrative agent (in such capacity, the “Agent”) for the Secured Parties, in favor of NODUS TECHNOLOGIES, INC. (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement, whether directly therein or by reference to another agreement.

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of December 22, 2016, by and among Citibank, N.A. (the “Original Agent”), the Grantor and certain other parties thereto (as may have been amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of August 8, 2018, which was recorded with the United States Patent and Trademark Office (“USPTO”) on August 9, 2018 at Reel/Frame 6408/0674 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor mortgaged, pledged, hypothecated, and granted to the Original Agent, for the benefit of the Secured Parties, a lien on and security interest in (the “Security Interest”) all of its right, title and interest in, to and under: (i) all of its Trademarks, including, without limitation, the U.S. trademark registrations and applications referred to on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (but excluding any Excluded Property) (collectively, the “Trademark Collateral”);

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of November 1, 2021, the Agent succeeded to the Original Agent, and the Original Agent executed and delivered in favor of the Agent that certain Assignment of Security Interest in Trademark Collateral, dated as of November 1, 2021, which was recorded with the USPTO on November 3, 2021 at Reel/Frame 7481/0901;

WHEREAS, pursuant to such Resignation and Appointment Agreement and such Assignment of Security Interest in Trademark Collateral, the Original Agent assigned to the Agent, and the Agent assumed, the Security Interest in the Trademark Collateral, together with all of the Original Agent’s rights and obligations under the Security Agreement and the Trademark Security Agreement; and

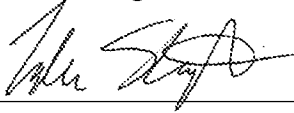
WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind. The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral) is hereby authorized to record this Release with the USPTO.

Signature page follows

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


TRUIST BANK, acting in its capacity as
Administrative Agent

By:  _____

Name: Tyler Stephens
Title: Director

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Grantor |
|--|--|--|------------|--------------------------|
| CREDIT CARD ADVANTAGE | 87442310 5/9/2017 | 5340717 11/21/2017 | Registered | Nodus Technologies, Inc. |
| CRM CHARGE | 86139426 12/10/2013 | 4573902 7/22/2014 | Registered | Nodus Technologies, Inc. |
| Design Only  | 77436114 3/31/2008 | 3637559 6/16/2009 | Registered | Nodus Technologies, Inc. |
| ESOP | 77790423 7/27/2009 | 3754662 3/2/2010 | Registered | Nodus Technologies, Inc. |
| NODUS | 77436068 3/31/2008 | 3637558 6/16/2009 | Registered | Nodus Technologies, Inc. |
| NODUS | 76531728 7/23/2003 | 2878650 8/24/2004 | Registered | Nodus Technologies, Inc. |
| PAYFABRIC | 85814099 1/2/2013 | 4565040 7/8/2014 | Registered | Nodus Technologies, Inc. |