

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral recorded at R/F 5955/0075		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank, as Administrative Agent		03/24/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	PowerPay, LLC		
Street Address:	320 Cumberland Avenue		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4522173	POWERPAY	
Registration Number:	4344333	APPCHARGE	
Serial Number:	85648175	SMARTECART	
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		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	03/24/2023		
Total Attachments: 4			
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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 POWERPAY, LLC (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 Suntrust Bank (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 December 22, 2016, which was recorded with the United States Patent and Trademark Office (“USPTO”) on December 23, 2016 at Reel/Frame 5955/0075 (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 July 9, 2018, Citibank, N.A. (the “Second Agent”) succeeded to the Original Agent, and the Original Agent executed and delivered in favor of the Second Agent that certain Assignment of Security Interest in Trademark Collateral, dated as of July 9, 2018, which was recorded with the USPTO on July 10, 2018 at Reel/Frame 6426/0544;

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of November 1, 2021, the Agent succeeded to the Second Agent, and the Second 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 7481/0836;

WHEREAS, pursuant to each Resignation and Appointment Agreements and each Assignment of Security Interest in Trademark Collateral, the resigning agent assigned to the successor agent, and the successor agent assumed, the Security Interest in the Trademark Collateral, together with all of the resigning 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 Registrations

Mark	Reg. No.	Reg. Date
POWERPAY	4522173	04/29/14
APPCHARGE	4344333	05/28/13

Trademark Application

Mark	Appl. No.	Filing Date
SMARTECART	85648175	06/11/12