

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral recorded at R/F 7482/0123		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank, as Administrative Agent		03/24/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sterling Payment Technologies, LLC		
Street Address:	1111 N. Westshore Blvd		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5326144	SMARTECR	
Registration Number:	5326137	SMARTECR	
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 EVO PAYMENTS INTERNATIONAL, LLC, STERLING PAYMENT TECHNOLOGIES, LLC, FEDERATED PAYMENT SYSTEMS, LLC, NODUS TECHNOLOGIES, INC. and POWERPAY, LLC (each a “Grantor”, and collectively the “Grantors”). 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 the Agent, the Grantors and certain other parties thereto (as may have been amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered that certain Trademark Security Agreement, dated as of November 1, 2021 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office (“USPTO”) on November 3, 2021 at Reel/Frame 7507/0015 (with respect to PowerPay, LLC), at Reel/Frame 7482/0148 (with respect to Federated Payment Systems, LLC), at Reel/Frame 7482/0123 (with respect to Sterling Payment Technologies, LLC), at Reel/Frame 7482/0062 (with respect to Nodus Technologies, Inc.), and at Reel/Frame 7482/0049 (with respect to EVO Payments International, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor mortgaged, pledged, hypothecated, and granted to the 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”); and


WHEREAS, the Agent and the Grantors 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 each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind. Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the USPTO with respect to the Trademark Collateral of such Grantor.

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

Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
SIMPLETAB SIMPLETAB	90211460 25-SEP-2020	---	Pending Intent to Use	EVO Payments International, LLC
EVO B2B 	88116522 13-SEP-2018	5792238 02-JUL-2019	Registered	EVO Payments International, LLC
EVO B2B EVO B2B	88116554 13-SEP-2018	5792240 02-JUL-2019	Registered	EVO Payments International, LLC
CRM CHARGE CRM CHARGE	88539984 26-JUL-2019	6133590 25-AUG-2020	Registered	Nodus Technologies, Inc.
CCA CCA	87398060 04-APR-2017	5915277 19-NOV-2019	Registered	Nodus Technologies, Inc.
POWERPAY POWERPAY	88079485 15-AUG-2018	5714076 02-APR-2019	Registered	Powerpay LLC
SMARTECR SMARTECR	87343609 21-FEB-2017	5326144 31-OCT-2017	Registered	Sterling Payment Technologies, LLC
SMARTECR 	87337333 15-FEB-2017	5326137 31-OCT-2017	Registered	Sterling Payment Technologies, LLC
ACCEPTPRO ACCEPTPRO	87278292 22-DEC-2016	5264851 15-AUG-2017	Registered	Federated Payment Systems, LLC
ACCEPTPRO acceptpro	87278397 22-DEC-2016	5264863 15-AUG-2017	Registered	Federated Payment Systems, LLC
FEDERATED PAYMENTS	86625681 11-MAY-2015	4971973 07-JUN-2016	Registered	Federated Payment Systems, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
REGERATED PAYMENTS				