

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hecules Capital Inc.		09/20/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	FreedomPay, Inc.		
Street Address:	2929 Walnut Street, Floor 14		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5686513	MAKING PAYMENTS SAFER	
Registration Number:	5438745	SECURED BY FREEDOMPAY	
Registration Number:	5291903	FREEDOMPAY	
Registration Number:	2428132	FREEDOM PAY	
Registration Number:	4586980	SEEK	
Serial Number:	76459324	QUICKWAVE	
Serial Number:	76091661	YOUR GATEWAY TO CASHLESS	
Serial Number:	76091660	YOUR CASHLESS ACCOUNT CENTER	
Registration Number:	4322011	VIBE	
Registration Number:	2694794	NO CASH. NO PROBLEM.	
Serial Number:	76126200	THUMBS UP	
Serial Number:	76116685	A REVOLUTION WITHOUT CHANGE	
Registration Number:	2377759	NO CASH. NO CARDS. NO PROBLEMS.	
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>			
Phone:	6179517790		
Email:	ronald.duvernay@ropesgray.com		

CH \$340.00 5686513

Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109776-0003

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 09/27/2023

Total Attachments: 21

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AFFIDAVIT

I, being an authorized officer of FreedomPay, Inc. (*FreedomPay*), hereby state and certify the following:

1. On June 29, 2020, FreedomPay and Hercules Capital, Inc. (the "*Agent*") entered into that certain Intellectual Property Security Agreement attached as Exhibit A hereto (the "*IP Security Agreement*") in connection with that certain Loan and Security Agreement dated as of June 29, 2020 by and between FreedomPay, each of its Qualified Subsidiaries (together with FreedomPay, the "*Borrower*"), Hercules Capital, Inc. and the several banks and other financial institutions or entities from time to time (the "*Lenders*") and the Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders (the "*Loan Agreement*").
2. Pursuant to the terms of the IP Security Agreement and the Loan Agreement, FreedomPay granted and pledged to the Agent a security interest in the intellectual property of FreedomPay, including the patents and trademarks listed on Exhibit B hereto (the "*Collateral*").
3. The IP Security Agreement was recorded with the United States Patent and Trademark Office (the "*USPTO*") on June 29, 2020 at (i) Reel 6981 and Frame 0422 and (ii) Reel 053072 and Frame 0102.
4. On September 20, 2021, FreedomPay, the Agent and Hercules Funding IV, LLC entered into a Payoff Letter attached as Exhibit C (the "*Payoff Letter*").
5. Pursuant to the "Termination of Obligations" provision of the Payoff Letter, upon the acceptance of the Payoff Letter by FreedomPay and the Lenders' receipt of the Payoff Amount (as defined in the Payoff Letter), all liens or security interests granted to secure the obligations under the Loan Agreement automatically terminated, including with respect to the Collateral.
6. Pursuant to the "Lender's Agreements" provision of the Payoff Letter, the parties to the Payoff Letter agreed that FreedomPay, or any agent or other designee, was authorized to deliver a copy of the Payoff Letter to any person to evidence the termination and release of all security interests, pledges, liens, assignments or other encumbrances.
7. Pursuant to the "CONFIRMATION OF RECEIPT OF FULL PAYMENT OF THE PAYOFF AMOUNT" attached to the Payoff Letter, payment in full of the Payoff Amount was made by FreedomPay and received by the Lenders on September 20, 2021.
8. To evidence the termination and release to the Borrower of the Agent's security interests in the Collateral, I hereby authorize and request that the Commissioner for Patents and

the Commissioner for Trademarks and any other applicable government officer record this Affidavit.

FREEDOMPAY, INC.

By: Neal Halbe
Name: Neal Halbe
Title: Chief Financial Officer

STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

On this 27th day of September, 2023, before me, the undersigned notary public, personally appeared Neal Halbe, who proved to me on the basis of satisfactory evidence, namely DRIVER'S LICENSE, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by their signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature: monica m.

Name in full: Monica Miksitz

(seal)

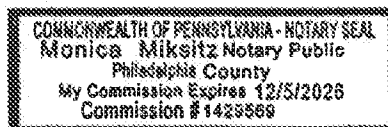


Exhibit A

IP Security Agreement

(See attached.)

Exhibit B

Trademarks

Description	Serial Number	Registration Number	Application Date / Registration Date
MAKING PAYMENTS SAFER	86890992	5686513	February 26, 2019
SECURED BY FREEDOMPAY	86890969	5438745	April 3, 2018
FREEDOMPAY	86890950	5291903	September 19, 2017
FREEDOM PAY	75786969	2428132	February 13, 2001
SEEK	85938742	4586980	August 19, 2014
QUICKWAVE	76459324		*
YOUR GATEWAY TO CASHLESS	76091661		*
YOUR CASHLESS ACCOUNT CENTER	76091660		*
VIBE	85551107	4322011	*
NO CASH. NO PROBLEM	76262980	2694794	*
THUMBS UP	76126200		*
A REVOLUTION WITHOUT CHANGE	76116685		*
NO CASH. NO CARDS. NO PROBLEM.	75832312	2377759	*

* -- indicates dead, abandoned or cancelled trademark

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
System and method for validation of transaction data	8,494,997	July 23, 2013
Dynamic and recursive transaction gateway system and method	8,495,243	July 23, 2013
Host To Client Payment	13/350814	January 15, 2012
Portable Client And Server Platform	13/350820	January 16, 2012
Portable Pay at the Pump	61/684,387	August 17, 2012
Point of Sale Client Integration Platform	16/267926	February 5, 2019

Exhibit C

Payoff Letter

(See attached.)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of June 29, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation, as agent ("Agent"), FREEDOMPAY, INC., a Delaware corporation ("Grantor").

RECITALS

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantor, and any other parties thereto from time to time (the "Loan Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, and shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

5. Upon the payment in full and satisfaction of all Secured Obligations and the termination of the Loan Agreement, the security interest granted herein shall terminate and automatically be released. In connection with any termination or release, the Agent shall promptly execute (if applicable) and deliver to Grantor, at Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that Grantor shall reasonably request, in a form reasonably satisfactory to Grantor and Agent, to evidence and/or effectuate such termination or release; provided, however, if Agent does not execute the requested UCC termination statements or similar documents within 15 Business Days of such request, Grantor shall be authorized, as Agent's designee, to file any necessary UCC termination statements or similar documentation (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) to evidence and/or effectuate such termination or release.

6. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By:  _____

Name: Jennifer Choe

Title: Associate General Counsel

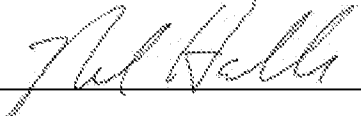
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

FMC Tower at Cira Centre
South 2929 Walnut Street, Floor
14 Philadelphia, PA 19104
Attn: CFO Neal Halbe

GRANTOR:

FREEDOMPAY, INC.

By:  _____

Name: Neal Halbe

Title: Chief Financial Officer

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
System and method for validation of transaction data	8,494,997	July 23, 2013
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VIBE	85551107	4322011	*
NO CASH. NO PROBLEM.	76262980	2694794	*
THUMBS UP	76126200		*
A REVOLUTION WITHOUT CHANGE	76116685		*
NO CASH. NO CARDS. NO PROBLEM.	75832312	2377759	*

* — indicates dead, abandoned or cancelled trademark



September 20, 2021

FreedomPay, Inc.
FMC Tower at Cira Centre South
2929 Walnut Street, Floor 14
Philadelphia, PA 19104
Attention: Neal Halbe, CFO and
Paul Baskowsky, General Counsel

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (as amended from time to time, the "*Loan Agreement*"), entered into and effective as of June 29, 2020, by and among FreedomPay, Inc., a Delaware corporation, and each of its Qualified Subsidiaries (individually and collectively referred to as the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the "*Lender*") and Hercules Capital, Inc., in its capacity as administrative agent and collateral agent for itself and the Lender (in such capacity, the "*Agent*"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of its indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "*Obligations*") payable under the Loan Agreement. This letter (the "*Payoff Letter*") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount; Wiring Instructions. The "*Payoff Amount*" is U.S. \$ [REDACTED] through and until 1:00 p.m. Eastern time on September 21, 2021 (the "*Payoff Date*"). If the Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of U.S. \$ [REDACTED] per day (the "*Per Diem Amount*") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through September 30, 2021.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: [REDACTED]
Address: [REDACTED]
Beneficiary Account Name: [REDACTED]
Bank ABA #: [REDACTED]

{FreedomPay Payoff Letter}

Beneficiary Account #:
Reference:



Contact:

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and all other documents entered into in connection with the Loan Agreement shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.3, 11.14 and 11.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

Lender's Agreements. Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Agent and/or Lender in connection with the transactions contemplated by the Loan Agreement shall be automatically terminated, without further action of or consent by the Agent and/or Lender.

(b) The Agent and/or Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) The Agent and/or Lender shall execute and deliver the Termination(s) of Control Agreement attached hereto as Schedule A for each agreement by which the Agent and/or Lender obtained control of a deposit account and/or a securities account to terminate its control over such deposit and/or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Agent and/or Lender further agree that, at any time and from time to time following the Lender's receipt of the Payoff Amount, the Agent and/or Lender will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and

other encumbrances granted to the Agent and/or Lender pursuant to the Loan Agreement or any other agreement executed and/or delivered in connection therewith.

Release. For and in consideration of the agreements of the Agent and Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Agent and Lender, each of their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the “*Released Parties*”) from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

Counterparts; Facsimile Delivery. Agent and Lender hereby request that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Agent and Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

[Signature Pages Follow]



Very truly yours,

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Jennifer Choe

Title: Associate General Counsel

LENDER:

HERCULES FUNDING IV LLC

By: 

Name: Jennifer Choe

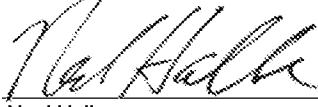
Title: Associate General Counsel



ACCEPTED AND AGREED:

BORROWER:

FreedomPay, Inc.

By: 
Name: Neal Halbe
Title: CFO

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

Schedule A



Termination of Control Agreement

September 21, 2021

Pacific Western Bank
Attn: Operations Support Group
130 South State College
Brea, CA 92821

Re: FreedomPay, Inc. -- Account # [REDACTED] (the "Account")

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement ("Shifting Control") dated June 29, 2020 among FreedomPay, Inc. ("Company"), you and us and thereby terminate our control of Company's Account.

HERCULES CAPITAL, INC., as agent

By: 

Name: Jennifer Choe

Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

Schedule B



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNT**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of September 20, 2021 (the "*Payoff Letter*") to FreedomPay, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

LENDER:

HERCULES FUNDING IV LLC

By: 

Name: Jennifer Choe

Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM