900814825 11/17/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM854337

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900806938	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC		10/12/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pai Services, LLC	
Street Address:	11215 North Community House Road	
Internal Address:	Suite 800	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28277	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2313983	THE PAYCHOICE CONNECTION
Registration Number:	2291782	PAYROLL ASSOCIATES
Registration Number:	2800158	PAYCHOICE ONLINE
Registration Number:	2307476	PAYCHOICE
Registration Number:	4608682	PAYCHOICE
Registration Number:	3137499	ONLINE EMPLOYER

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/

TRADEMARK 900814825 REEL: 008260 FRAME: 0614

DATE SIGNED:	11/17/2023	
Total Attachments: 4		
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TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARK RIGHTS

October 12, 2023

This TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release") is made as of October 12, 2023, by GOLUB CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties under that certain Credit Agreement (as defined below), in favor of PAI SERVICES, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor and the Grantee entered into that certain Credit Agreement dated as of October 22, 2019 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Guarantors party thereto, the Lenders from time to time party thereto and the Grantee;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain Security Agreement dated as of October 22, 2019 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of October 22, 2019, including Schedule 1 thereto, which was recorded with the United States Patent and Trademark Office at Reel 6777, Frame 0155, on October 22, 2019 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor ("Releasee"), granted to GOLUB CAPITAL LLC, as the Grantee for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, Releasor hereby agrees as follows:

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. <u>Termination and Release of Security Interest; Further Assurances.</u> Releasor, on behalf of itself and the Secured Parties, without any representation and warranty by Releasor, hereby (i) terminates and cancels the Trademark Security Agreement and fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the

Trademark Collateral, including the trademark registrations and applications set forth on Annex I hereto, (ii) if and to the extent that the Releasor or the Secured Parties have acquired any right, title or interest in, to or under the Trademark Collateral, the Releasor hereby reassigns, grants and conveys to the Grantor any and all right, title and interest that the Releasor or Secured Parties may have in, to and under the Trademark Collateral, (iii) agrees that it shall, at the request of Grantor or any of its successors and assigns, execute and deliver all other documents and do all other acts necessary or desirable to relinquish its security interest in the Trademark Collateral and effect the release of such rights to Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the termination and release hereby given with respect to the Trademark Collateral.

- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflicts of law or choice of law principles (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, Grantee has caused this Release of Copyright Security Interest to be executed and delivered by its duly authorized officer as of the dater first set forth above.

GOLUB CAPITAL MARKETS LLC,

as Grantee

REEL: 008260 FRAME: 0618

Annex I

Trademark	Serial #	Filing Date	Registration #	Registration Date
THE PAYCHOICE CONNECTION	75593900	November 23, 1998	2313983	February 1, 2000
PAYROLL ASSOCIATES	75650272	February 26, 1999	2291782	November 9, 1999
PAYCHOICE ONLINE	76493036	December 26, 2002	2800158	December 30, 2003
PAYCHOICE	75592981	November 20, 1998	2307476	January 11, 2000
PAYCHOICE	86140988	December 11, 2013	4608682	September 23, 2014
Online Employer	76504716	February 25, 2003	3137499	September 5, 2006

RECORDED: 10/16/2023