

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH STREET FINANCE CORP.		07/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UPSERVE, INC. f/k/a Swipely, Inc.		
Street Address:	10 Dorrance Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4584645	SWIPELY	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108912-0019		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	07/14/2017		
Total Attachments: 3			
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TRADEMARK SECURITY RELEASE

THIS TRADEMARK SECURITY RELEASE (this “Release”) is made as of July 14, 2017, by FIFTH STREET FINANCE CORP., as Agent for itself and for certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, “Agent”), in favor of UPSERVE, INC. (f/k/a Swipely, Inc.), a Delaware corporation (“Assignor”).

WITNESSETH:

WHEREAS, Agent and Assignor are party to that certain Trademark Collateral Assignment and Security Agreement dated as of September 30, 2015 (the “Security Agreement”; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), and recorded at the United States Patent and Trademark Office on September 30, 2015, at Reel 5634, Frame 0471, pursuant to which Assignor granted to Agent for the benefit of Agent and the Lenders, a continuing security interest in the Trademarks (including among other things, the Trademark registrations and Trademark applications set forth on Exhibit A attached hereto; collectively, the “Trademark Collateral”);

WHEREAS, Assignor has requested that Agent release its continuing security interest in the Trademark Collateral; and

WHEREAS, Agent has agreed to terminate and release the entirety of its continuing security interest in and to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates, cancels, and releases its continuing security interest in all of Assignor’s right, title, and interest in and to the Trademark Collateral.
2. Agent hereby releases and conveys to Assignor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title, and interest that it may have obtained in and to the Trademark Collateral, and does hereby authorize Assignor (personally or through its counsel, agents, or designees, and at Assignor’s sole expense) to take all actions reasonably necessary to release and terminate any and all security interests and other liens in the Trademark Collateral. If and to the extent Agent has acquired any right, title, or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title, or interest to Assignor.
3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to Assignor and each of its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Assignor, each at Assignor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Agent has caused this Trademark Security Release to be duly executed by its duly authorized officer as of the day and year first above written.

Very truly yours,

AGENT:

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 
Name: Bernard D. Berman
Title: President

Agent's Address:

Fifth Street Finance Corp.
777 West Putnam Avenue, 3rd Floor
Greenwich, CT 06830

EXHIBIT A

Trademark Security Interests to be Released

<u>Mark Name</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Serial #</u>	<u>Registration Number</u>	<u>Registration Date</u>
SWIPELY	Registered	United States	85/021,793	4,584,645	8/12/2014

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