

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Second Lien Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunTrust Bank, as Administrative Agent		05/25/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nationwide Payment Solutions, LLC		
<b>Street Address:</b>	400 Technology Way		
<b>City:</b>	Scarborough		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04074		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4660665	NP	
<b>Registration Number:</b>	4660664	FROM TRANSACTION TO SATISFACTION	
<b>Serial Number:</b>	86067838	NATIONWIDE PAYMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	9192868000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 Carrington Mill Blvd., Suite 400		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	410643.019		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	05/29/2018		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**, dated as of May<sup>25</sup>, 2018 ("Release"), is made by SunTrust Bank, as Administrative Agent ("Administrative Agent") in favor of Nationwide Payment Solutions, LLC, a Delaware limited liability company ("Grantor").

**WHEREAS**, pursuant to that certain Second Lien Security Agreement dated as of December 22, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Second Lien Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, and the Second Lien Trademark Security Agreement dated as of December 22, 2016 by and among the Grantor and Administrative Agent ("Second Lien Trademark Security Agreement"), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on security interest in, all of its right, title and interest in, to, and under the Trademark Collateral; and

**WHEREAS**, the Second Lien Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2016 at Reel 5950 Frame 0643.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement or Second Lien Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Lien on security interest in Grantor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, solely granted pursuant to the Second Lien Security Agreement or Second Lien Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the First Lien Security Agreement dated as of December 22, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, SunTrust Bank, in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Second Lien Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

SunTrust Bank, as Administrative Agent

By: *David Bennett*

Name: DAVID BENNETT

Title: Director

**Schedule A**

**Nationwide Payment Solutions, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest (Second Lien)  
Granted by Nationwide Payment Solutions, LLC  
In Favor of SunTrust Bank, as Administrative Agent  
Recorded December 23, 2016 at Reel 5950 Frame 0643**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NP and Design	4660665	12/23/14
FROM TRANSACTION TO SATISFACTION	4660664	12/23/14

**Trademark Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
NATIONWIDE PAYMENTS	86067838	09/18/13