

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as collateral agent		06/25/2021	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Stewardship Technology, Inc.		
Street Address:	201B West High Street		
City:	Mount Vernon		
State/Country:	OHIO		
Postal Code:	20190		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4595949	STEWARDSHIP TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Adam Bernstein		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	A.Bernstein - 15570.0026		
NAME OF SUBMITTER:	Adam Bernstein		
SIGNATURE:	/Adam Bernstein/		
DATE SIGNED:	06/28/2021		
Total Attachments: 4			
source=Paya - Trademark Release Executed#page1.tif			
source=Paya - Trademark Release Executed#page2.tif			
source=Paya - Trademark Release Executed#page3.tif			

CH \$40.00 4595949

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

June 25, 2021

This Notice of Release of Security Interest in Trademark Collateral is made and effective as of June 25, 2021 (“Release of Security Interest”) by Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”), solely in its capacity as Agent for the lenders (the “Lenders”) from time to time party to (a) that certain Credit Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among GTCR-Ultra Holdings II, LLC, a Delaware corporation (“Holdings”), GTCR-Ultra Holdings III, LLC, a Delaware limited liability company (“Borrower”), the Lenders and Issuing Banks from time to time party thereto and Antares Capital LP, as Administrative Agent, (b) that certain Amended and Restated Collateral Agreement, dated as of December 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Amended and Restated Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent.

WHEREAS, Stewardship Technology, Inc., an Ohio corporation, and First Mobile Trust, LLC, an Ohio limited liability company, (each a “Grantor” and, collectively, the “Grantors”), as applicable, own the trademarks listed on Schedule I attached hereto (“Trademarks”), which Trademarks are registered in the United States Patent and Trademark Office (the “Office”); and

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of November 1, 2018, and (ii) that certain Trademark Security Agreement dated as of December 31, 2018, (each a “Trademark Security Agreement” and together, the “Trademark Security Agreements”), each Grantor pledged, assigned and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in (i) all of such Grantor’s right, title and interest in, to and under its respective United States Trademark applications and registrations, including the Trademarks listed on Schedule I hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same (collectively, the “Released Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2018 at Reel/Frame 6472/0988; and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 31, 2018 at Reel/Frame 6513/0707; and

WHEREAS, pursuant to the Payoff Letter, dated as of June 25, 2021, by and among the Collateral Agent, the Borrower and Holdings, the Borrower has requested and the Collateral Agent has agreed to procure, execute and deliver to the Borrower, at the expense of the Borrower,

such documents confirming and carrying out the release and discharge of the Secured Parties' security interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

1. Release. As of the date listed on the signature page hereto, the Collateral Agent hereby (i) terminates, discharges, cancels and releases fully its security interests in and liens on the Released Trademark Collateral granted under the Trademark Security Agreements and terminates the Trademark Security Agreements, and (ii) authorizes and requests the recordation of this Release of Security Interest, and any other filings necessary to evidence the termination, discharge, cancellation, and release of Collateral Agent's rights under the Amended and Restated Collateral Agreement and/or Trademark Security Agreements, in each case with respect to the Released Trademark Collateral, with the Office at Grantors' expense.

2. Further Assurances. The Collateral Agent hereby agrees, at the Borrower's expense, to execute such instruments and to take such other actions as the Borrower may reasonably request to terminate and release the Collateral Agent's security interest in the relevant Released Trademark Collateral.

3. Governing Law. This Release of Security Interest and the transactions contemplated hereby and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, 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 principles that would require the application of the laws of another jurisdiction.

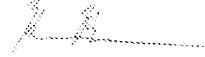
4. Definitions. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Trademark Security Agreements.

5. Counterparts. This Release of Security Interest may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of the date first listed above.

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____

Name: Kevin Mihelic

Title: Duly Authorized Signatory

SCHEDULE I

Trademarks

Reel/Frame 6472/0988

Mark	Jurisdiction	Serial No./Filing Date	Registration No./Registration Date	Class	Current Owner of Record
STEWARDSHIP TECHNOLOGY	U.S.	86/120327 15-Nov-2013	4595949 02-Sep-2014	36	Stewardship Technology, Inc.

Reel/Frame 6513/0707

Mark	Jurisdiction	Serial No./Filing Date	Registration No./Registration Date	Class	Current Owner of Record
FIRST BILLING	U.S.	85/740321 27-Sep-2012	4460982 07-Jan-2014	N/A	First Mobile Trust, LLC
FIRSTCLOUD	U.S.	85/740418 27-Sep-2012	4453354 24-Dec-2013	N/A	First Mobile Trust, LLC
FIRSTUTILITY	U.S.	85/795129 05-Dec-2012	4556759 24-Jun-2014	N/A	First Mobile Trust, LLC