

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		11/23/2021	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Total Merchant Services, LLC		
Street Address:	250 Stephenson Highway		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4714132	GROOVV	
Registration Number:	4805566	GROOVV	
Serial Number:	86046926	GROOVV	
Serial Number:	86158573	GROOVV	
Serial Number:	86697104	GROOVV TERMINAL ONE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030786-1105		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/24/2021		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 23, 2021, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) in favor of NAB HOLDINGS, LLC, a Michigan limited liability company, NORTH AMERICAN BANCARD, LLC, a Delaware limited liability company, POINT AND PAY, LLC, a Delaware limited liability company, TOTAL MERCHANT SERVICES, LLC, a Delaware limited liability company, 5967 VENTURES, LLC, a Delaware limited liability company, EPX ACQUISITION COMPANY, LLC, a Delaware limited liability company, and INOVIO PAYMENTS, LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantors, the Collateral Agent, and certain other parties entered into that certain Security Agreement, dated as of June 30, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Trademark Security Agreement, dated June 30, 2017 in favor of the Collateral Agent (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on August 31, 2017 at Reel/Frame 6144/0537 (with respect to North American Bancard LLC), at Reel/Frame 6144/0726 (with respect to 5967 Ventures, LLC), at Reel/Frame 6144/0733 (with respect to Total Merchant Services, LLC), at Reel/Frame 6144/0740 (with respect to Point and Pay, LLC), at Reel/Frame 6144/0747 (with respect to EPX Acquisition Company, LLC) and at Reel/Frame 6144/0754 (with respect to Innovio Payments, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor assigned, pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in and to all of its right, title and interest in, to and under all of the following Collateral of such Grantor (excluding any Excluded Assets of such Grantor): (a) all trademarks, service marks, trade names, corporate names, domain names trade dress, logos, designs, fictitious business names and other source or business identifiers, as well as any unregistered trademarks and service marks, including those registrations and applications listed on Schedule A attached hereto and all extensions or renewals thereof; (b) all goodwill connected with the use of and symbolized thereby; (c) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto; and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”); and

WHEREAS, the Grantors have requested that the Collateral Agent now terminate and release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and (iii) re-transfers and re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Collateral Agent, or representation or warranty of any kind.

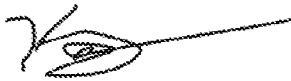
Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office, at such Grantor's sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: Doreen Barr
Title Authorized Signatory

By: 
Name: Komal Shah
Title Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007506 FRAME: 0248

Schedule A

RELEASED TRADEMARKS

Debtor/Grantor	Title	Status	App'l No.	File Date	Reg. No.	Reg. Date	Jurisdiction
NAB Holdings, LLC	INOVRO PAYMENTS	Pending (Intent to Use)	86/898363	02/05/2016			United States
North American Bancard LLC	ADVANCED PAYMENT SOLUTIONS & Design	Registered	77/968,632	03/25/2010	3,906,799	01/18/2011	United States
5967 Ventures, LLC	HUMBOLDT MERCHANT SERVICES	Registered	77/967,347	03/24/2010	4,319,307	04/16/2013	United States
North American Bancard LLC	MY BIZ PERKS	Registered	77/967,381	03/24/2010	3,933,685	03/22/2011	United States
North American Bancard LLC	MY BIZ PERKS & Design	Registered	77/967,391	03/24/2010	3,933,686	03/22/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD	Registered	77/967,365	03/24/2010	3,983,342	06/28/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD & Design	Registered	77/968,615	03/25/2010	3,983,349	06/28/2011	United States
North American Bancard LLC	PAYPROTEC	Registered	77/967,422	03/24/2010	3,964,336	05/24/2011	United States
North American Bancard LLC	PAYPROTEC & Design	Registered	77/968,615	03/25/2010	3,968,615	05/31/2011	United States
Total Merchant Services, LLC	GROOVV	Registered	86/975,075	08/23/2013	4714132	03/31/2015	United States
Total Merchant Services, LLC	GROOVV (Stylized)	Registered	86/975,385	01/06/2014	4805566	09/01/2015	United States
Total Merchant Services, LLC	GROOVV	Pending	86/046,926	08/23/2013			United States
Total Merchant Services, LLC	GROOVV (Stylized)	Pending	86/158,573	01/06/2014			United States
Total Merchant Services, LLC	GROOVV TERMINAL ONE	Pending	86/697,104	07/17/2015			United States
Point and Pay, LLC	PAYDICI	Registered	85/591,518	04/06/2012	4256851	12/11/2012	United States
Point and Pay, LLC	TAG EXPRESS!	Registered	86/419,424	10/09/2014	4865499	12/08/2015	United States
Point and Pay, LLC	POINT & PAY	Registered	86/430,924	10/22/2014	5115022	01/03/2017	United States
EPX Acquisition Company, LLC	BUYERWALL	Registered	77/275,866	09/10/2007	3849216	09/21/2010	United States
EPX Acquisition Company, LLC	EPX	Registered	78/460,476	08/02/2004	3027625	12/13/2005	United States
Inovro Payments, LLC	ARCUS PAYMENT	Registered	85/802,682	12/14/2012	4406003	09/24/2013	United States