

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690404

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|---|--|-----------------------|---|
| 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: | EPX Acquisition Company, LLC | | |
| Street Address: | 250 Stephenson Highway | | |
| City: | Troy | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48083 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3849216 | BUYERWALL | |
| Registration Number: | 3027625 | EPX | |
| 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 | | |
| 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.

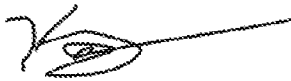
Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office, at such Grantor's sole cost 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: 007511 FRAME: 0329

Schedule A

RELEASED TRADEMARKS

| Debtor/Grantor | Title | Status | App'l No. | File Date | Reg. No. | Reg. Date | Jurisdiction |
|------------------------------|-------------------------------------|----------------------------|------------|------------|-----------|------------|---------------|
| NAB Holdings, LLC | NOVRO 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 |
| Novro Payments, LLC | ARCUS PAYMENT | Registered | 85/802,682 | 12/14/2012 | 4406003 | 09/24/2013 | United States |