

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI146523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal		04/04/2024	SCHEDULE 1, CANADIAN BANK: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	LedgerPay Inc.		
<b>Street Address:</b>	1431 Greenway Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75038		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90324477	PAYMENTS INTELLIGENCE	
<b>Serial Number:</b>	90185777	LEDGERPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6157426226		
<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>	615)742-7737		
<b>Email:</b>	trademarks@bassberry.com,vicky.bantug@bassberry.com		
<b>Correspondent Name:</b>	BASS BERRY & SIMS PLC		
<b>Address Line 1:</b>	150 Third Avenue South		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>ATTORNEY DOCKET NUMBER:</b>	130240.0102		
<b>NAME OF SUBMITTER:</b>	VICTORIA BANTUG		
<b>SIGNATURE:</b>	VICTORIA BANTUG		
<b>DATE SIGNED:</b>	04/05/2024		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** dated as of April 4, 2024 (“Release”), is made by Bank of Montreal (the “Secured Party”), as Agent on behalf of the Lenders (as defined below) in favor of LedgerPay Inc., a Delaware corporation (“Debtor”).

**WHEREAS**, the Debtor executed a General Security Agreement dated as of August 27, 2021 (as amended, restated, amended and restated, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party for the benefit of the lenders from time to time party thereto (collectively, the “Lenders”) pursuant to which the Debtor has granted to the Agent and the Lenders a security interest in certain property, including the Intellectual Property identified on Schedule 1 attached hereto; and

**WHEREAS**, pursuant to the Security Agreement, Grantor filed that certain Confirmation of Security Interest in Intellectual Property (the “Notice”), as recorded with the United States Patent and Trademark Office (the “USPTO”) dated as of September 14, 2021 in Reel 7440, Frame 0961, assigning all of its rights, title and interest in the Intellectual Property to Secured Party.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party 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 Security Agreement or the Notice, as applicable.

**SECTION 2. Termination and Release.** Secured Party without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, Grantor’s right, title, and interest in and to all the Intellectual Property, including, but not limited to, the foregoing listed on Schedule 1 attached hereto, granted pursuant to the Security Agreement or the Notice; and

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

**SECTION 3. Further Assurances.** The Secured Party hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

**SECTION 4. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Secured Party, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

SECURED PARTY:

Bank of Montreal,  
as Agent

By: *Issam Majeed*  
Name: Issam Majeed  
Title: Senior Director, Loan Syndications

By: *Daniel Pichini*  
Name: Daniel Pichini  
Title: Director, Diversified Industries

Schedule 1

**THE INTELLECTUAL PROPERTY**

<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Date Filed</b>	<b>Registration Date</b>	<b>Registrant/ Applicant</b>
PAYMENTS INTELLIGENCE	Registered	90-324477	6,458,044	2021-02-04	2021-08-17	LedgerPay Inc.
LEDGERPAY	Pending Approval	90-185777	n/a	2020-09-16	n/a	LedgerPay Inc.

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