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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

.1 EPAS ID: PAT3996746

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	08/04/2016

RECEIVING PARTY DATA

Name:	HIGHER ONE, INC.
Street Address:	115 MUNSON STREET
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06511

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8352361
Patent Number:	7792744
Patent Number:	7529709
Patent Number:	7496536
Patent Number:	7249096

CORRESPONDENCE DATA

Fax Number: (919)286-8199

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.

Phone: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

NAME OF SUBMITTER: JOHN E. SLAUGHTER, III. SIGNATURE: /jes/	ATTORNEY DOCKET NUMBER:	017625.5008
Jan.	NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III.
	SIGNATURE:	/jes/
DATE SIGNED: 08/08/2016	DATE SIGNED:	08/08/2016

Total Attachments: 3

PATENT REEL: 039611 FRAME: 0746

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PATENT REEL: 039611 FRAME: 0747

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of August 4, 2016 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Higher One, Inc., a Delaware corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of October 16, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and continuing lien upon certain patents and patent applications, including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, "Patent Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on October 16, 2012 at Reel 029135 Frame 0761 ("<u>Notice</u>").

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**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Grantor's right, title, and interest in, to, and under all the Patent Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. <u>Acknowledgement</u>. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of August 4, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

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PATENT REEL: 039611 FRAME: 0748 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Name: Christopher Phelan

Title: Senior Vice President

Schedule A

U.S. Patents Subject to Security Interest Granted by Higher One, Inc. In Favor of Bank of America, N.A., as Administrative Agent Recorded October 16, 2012 at Reel 029135 Frame 0761

Issued Patents

Title	Patent No.	Issue Date
METHODS OF DELIVERING PAYMENTS TO	8352361	01/08/13
MULTIPLE PARTIES		
SYSTEMS AND METHODS FOR FACILITATING A	7792744	09/07/10
DISTRIBUTION OF BANK ACCOUNTS VIA AN		
EDUCATIONAL INSTITUTION		
SYSTEMS AND METHODS TO FACILITATE A	7529709	05/05/09
TRANSFER OF A REFUND AMOUNT FROM AN		
EDUCATIONAL INSTITUTION TO A STUDENT		
SYSTEMS AND METHODS TO FACILITATE A	7496536	02/24/09
TRANSFER OF A REFUND AMOUNT FROM AN		
EDUCATIONAL INSTITUTION TO A STUDENT		
SYSTEMS AND METHODS FOR FACILITATING A	7249096	07/24/07
DISTRIBUTION OF BANK ACCOUNTS VIA AN		
EDUCATIONAL INSTITUTION		

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RECORDED: 08/08/2016

PATENT REEL: 039611 FRAME: 0750