

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5342187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
1334 PARTNERS, L.P.	01/23/2019
FABIAN 2006 TRUST	01/23/2019
FABIAN & NINA OBERFELD REVOCABLE TRUST	01/23/2019
RECEIVING PARTY DATA	
Name:	PAYFORWARD, LLC
Street Address:	27200 TOURNEY ROAD
Internal Address:	SUITE 450
City:	VALENCIA
State/Country:	CALIFORNIA
Postal Code:	91355
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14713924
Application Number:	15650610
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
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Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	601724
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	01/25/2019
Total Attachments: 4	
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RELEASE OF PATENT SECURITY INTEREST

This **RELEASE OF PATENT SECURITY INTEREST** (this “**Release**”), effective as of January 23, 2019, is made and granted by 1334 Partners, L.P., a California limited partnership (the “**Administrative Agent**”), as administrative agent for the secured parties under the Loan Agreement (as defined below) (the “**Secured Parties**”), in favor of PayForward, LLC, a Delaware limited liability company (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Revolving Loan Agreement dated as of July 20, 2018 (the “**Loan Agreement**”) by and among the Grantor, the Administrative Agent and the guarantors and lenders party thereto, the Grantor executed and delivered to the Administrative Agent that certain Grant of Patent Security Interest by and among the Grantor, the Administrative Agent, the Fabian 2006 Trust and the Fabian & Nina Oberfeld Revocable Trust, as lenders under the Loan Agreement, dated as of July 20, 2018 (the “**Patent Security Agreement**”);

WHEREAS, pursuant to the Patent Security Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 048055, Frame 0257 on January 18, 2019; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Patent Collateral pursuant to the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Patent Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Patent Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Patent Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in **Schedule A** attached hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which the Grantor has granted or is granted a license or other right under any Patent;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

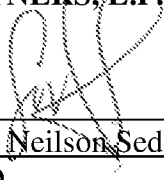
3. Governing Law. This Release and any claim, controversy, dispute or cause of action, whether in contract or tort or otherwise, based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule, whether of the State of California or any other jurisdiction.

[Signature Page Follows]

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

ADMINISTRATIVE AGENT:

1334 PARTNERS, L.P.

By: 
Name: Sara Neilson Sedlacek
Title: CFO

[Signature Page to Release of Patent Security Interest]

**SCHEDULE A
TO
RELEASE OF PATENT SECURITY INTEREST**

<u>Date Filed</u>	<u>Application Number</u>	<u>Title</u>	<u>Owner</u>
5/15/2015	14/713,924	Social-Financial Network Systems and Methods	PayForward, LLC
7/14/2017	15/650610	Distributed Rules- Based System Payment Systems and Methods	PayForward, LLC