## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/17/2013	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Evertec Group, LLC
Street Address:	P.O. Box 364527
City:	San Juan
State/Country:	PUERTO RICO
Postal Code:	00936-4527
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1790661	ATH A TODA HORA
Registration Number:	2310619	ENVIA ATH A TODA HORA
Registration Number:	2372878	АТН
Registration Number:	3161609	EVERTEC
Registration Number:	3078547	EVERTEC
Registration Number:	3270245	EVERPAY
Registration Number:	2962409	TICKETPOP
Registration Number:	2475459	ATH POP
Registration Number:	3850352	TRANSACTA
Serial Number:	77963035	ZIV

### **CORRESPONDENCE DATA**

3026365454 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

**REEL: 005009 FRAME: 0858** 

**TRADEMARK** 

900252822

Phone: 800-927-9801 x 62348 Email: jpaterso@cscinfo.com Correspondent Name: **Corporation Service Company** Address Line 1: 1090 Vermont Avenue NW, Suite 430 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 616255-15 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Jean Paterson /jep/ Signature: 04/18/2013 Date: **Total Attachments: 5** source=4-18-13 BOA-Evertec Group-TM#page1.tif source=4-18-13 BOA-Evertec Group-TM#page2.tif

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 17<sup>th</sup> day of April, 2013, by Bank of America, N.A. ("Assignor"), as Collateral Agent for itself and the Lenders, in favor of EVERTEC Group, LLC (formerly known as EVERTEC, Inc.) (the "Assignee"). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Credit Agreement or Collateral Agreement (each as defined below).

WHEREAS, Assignee, as Borrower, Bank of America, N.A., as Administrative Agent, and the other parties thereto entered into that certain Credit Agreement, dated as of September 30, 2010 (as amended, modified, supplemented or restated, and in effect from time to time, the "Credit Agreement");

WHEREAS, as a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrower under the Credit Agreement, the Assignee executed and delivered to the Assignor, for the benefit of the Lenders and the Assignor, that certain Collateral Agreement, dated as of September 30, 2010, among the Assignee and the Assignor, (as amended, modified, supplemented or restated, and in effect from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Assignee unconditionally executed and delivered to the Assignor a Trademark Security Agreement (the "Trademark Security Agreement") and granted to Assignor, for the benefit of the Lenders and the Assignor, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignor, for the benefit of the Lenders and the Assignor, the following pledged Collateral of the Assignee: (a) Trademarks of the Assignee listed on Schedule 1 attached hereto; (b) all goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 27, 2010, at Reel 4305/Frame 0056;

WHEREAS, the Obligations have now been paid and performed in full and Assignor and Assignee desire that Assignor terminate and release its security interest in and to the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignor hereby terminates, releases and discharges fully its security interest and lien, and reconveys, transfers and assigns to Assignee, without recourse, any rights it may have, in and to Assignee's right, title and interest in or to the Trademark Collateral, including the trademark registrations and applications listed on <u>Schedule 1</u> hereto. Assignor further terminates, releases, and discharges fully any security interest or

lien granted to it, and reconveys, transfers and assigns to Assignee, without recourse, any rights it may have, in or to any Collateral consisting of trademarks, service marks, or trademark and service mark rights, together with any goodwill connected with the use of and symbolized thereby, pursuant to the Collateral Agreement or any Trademark Security Agreement executed and delivered by the Assignee to the Assignor pursuant to the Collateral Agreement.

Assignor hereby authorizes Assignee or Assignee's authorized representative to, at the sole expense of the Assignee, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC termination statements with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

Assignor shall take all further actions, and provide to Assignee, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignee to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, intending to be legally bound, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first above written.

ASSIGNOR:

BANK OF AMERICA, N.A., as Collateral Agent

Name: Sheri Starbuck

Title: Vice President

# SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

## TRADEMARKS

### **Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
EVERTEC Group, LLC	1790661	ATH A TODA HORA & Design
EVERTEC Group, LLC	2310619	ENVIA ATH A TODA HORA & Design
EVERTEC Group, LLC	2372878	ATH
EVERTEC Group, LLC	3161609	EVERTEC & Design
EVERTEC Group, LLC	3078547	EVERTEC
EVERTEC Group, LLC	3270245	EVERPAY
EVERTEC Group, LLC	2962409	TICKETPOP
EVERTEC Group, LLC	2475459	ATH POP
EVERTEC Group, LLC	3850352	TRANSACTA

### **Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
EVERTEC Group, LLC	77963035	ZIV

TRADEMARK
REEL: 005009 FRAME: 0863

**RECORDED: 04/18/2013**