

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/01/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wex, Inc.		
Street Address:	97 Darling Avenue		
City:	South Portland		
State/Country:	MAINE		
Postal Code:	04106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3347331	TELAFUEL	
Registration Number:	3347326	TELAPOINT	
Registration Number:	4074249	TELAPOINT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/01/2017		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Bank of America, N.A.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Wex, Inc.

Street Address: 97 Darling Avenue

City: South Portland

State: ME

Country: USA Zip: 04106

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA-DE
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 1, 2017

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest in Certain Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
See Release Trademark Collateral Schedule

B. Trademark Registration No.(s) _____
See Release Trademark Collateral Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
Authorized User Name _____

9. Signature: Elaine Carrera November 1, 2017
Signature Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of November 1, 2017 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 1, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Credit Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 1, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2016 at Reel/Frame 5827/0352;

NOW, THEREFORE, in reliance of the representations, warranties and certifications made by the Grantor pursuant to that certain Responsible Officer’s Certificate, dated November 1, 2017, concerning the disposition of the Released Trademark Collateral (as defined below), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its
capacity as Administrative Agent for the
Lenders

By: _____

Name: *Angela Larkin*

Title:

Angela Larkin
Assistant Vice President

[Signature Page to IP (Trademark) Release]

TRADEMARK
REEL: 006194 FRAME: 0616

WEX INC., as Grantor

By: 
Name: Roberto Simon
Title: Chief Financial Officer

{Signature Page to IP (Trademark) Release}

TRADEMARK
REEL: 006194 FRAME: 0617

RELEASED TRADEMARK COLLATERAL

Mark	Registrant	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Class
TELAFUEL	WEX Inc.	United States of America	77-129,498	13-Mar-07	3,347,331	04-Dec-07	42 Int.
TELAPOINT	WEX Inc.	United States of America	77-129,457	13-Mar-07	3,347,326	04-Dec-07	42 Int.
TELAPOINT (STYLIZED AND DESIGN)	WEX Inc.	United States of America	85-337,185	03-Jun-11	4,074,249	20-Dec-11	42 Int.