

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		12/01/2017	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Mitchell International, Inc. (as successor to Fairpay Solutions, Inc.)		
Street Address:	6220 Greenwich Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3199781	FAIRPAY	
Registration Number:	3172670	CHARGE VALIDATION ANALYSIS	
Registration Number:	3456184	FINDING THE FAIR COST OF CARE	
Registration Number:	3456183	FINDING THE FAIR COST OF HEALTHCARE	
Registration Number:	3235708	FAIRPAY SOLUTIONS	
Registration Number:	3059910	OUR CLIENTS PAY THE FAIR COST OF CARE!	
Registration Number:	4037938	KPN SERVICES	
Registration Number:	4397979	KNOWLEDGEABLE PROVIDER NEGOTIATION	
Serial Number:	85885735	SQUARE ONE SOLUTIONS	
Serial Number:	86057213	SQUARE 1 SOLUTIONS NEGOTIATING THE COST	
Serial Number:	85795607	FPS LONG TERM CARE AND EXTENDED STAY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$290.00 3199781

TRADEMARK

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/01/2017
Total Attachments: 5 source=99307AA0-8FCB-47F1-9AA5-C25AD45CC4CB#page1.tif source=99307AA0-8FCB-47F1-9AA5-C25AD45CC4CB#page2.tif source=99307AA0-8FCB-47F1-9AA5-C25AD45CC4CB#page3.tif source=99307AA0-8FCB-47F1-9AA5-C25AD45CC4CB#page4.tif source=99307AA0-8FCB-47F1-9AA5-C25AD45CC4CB#page5.tif	

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):

Goldman Sachs Bank USA

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank

Citizenship (see guidelines) USA-NY

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 1, 2017

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mitchell International, Inc. (as successor to Fairpay Solutions, Inc.)

Street Address: 6220 Greenwich Drive

City: San Diego

State: CA

Country: USA Zip: 92122

- 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)

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

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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:

11

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
Signature

December 1, 2017

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 TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 1, 2017 (the "Effective Date"), is made by Goldman Sachs Bank USA, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of October 11, 2013, 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 "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered Trademark Security Agreement, dated as of February 28, 2014 (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 March 7, 2014 at Reel/Frame 5232/0605;

NOW, THEREFORE, 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 Security 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 Trademarks and the Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, the goodwill associated with such Trademarks, and the right to receive all Proceeds therefrom, 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 Trademarks or the 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. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws 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:

**GOLDMAN SACHS BANK USA, acting in its
capacity as collateral agent for the Lenders**

By:  _____

Name:

Title:


Gabriel Jacobson
Authorized Signatory

[Mitchell – Second Lien Trademark Release (Fairpay)]

TRADEMARK
REEL: 006218 FRAME: 0689

GRANTOR:

**MITCHELL INTERNATIONAL, INC. (as successor
in interest to FAIRPAY SOLUTIONS, INC.),**

By: 
Name: Elias Olmeta
Title: Treasurer

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Fairpay Solutions, Inc.		3,199,781	FAIRPAY
Fairpay Solutions, Inc.		3,172,670	CHARGE VALIDATION ANALYSIS
Fairpay Solutions, Inc.		3,456,184	FINDING THE FAIR COST OF CARE
Fairpay Solutions, Inc.		3456183	FINDING THE FAIR COST OF HEALTHCARE
Fairpay Solutions, Inc.		3,235,708	FAIRPAY SOLUTIONS
Fairpay Solutions, Inc.		3,059,910	OUR CLIENTS PAY THE <u>FAIR</u> COST OF CARE!
Fairpay Solutions, Inc.		4,037,938	KPN SERVICES
Fairpay Solutions, Inc.		4,397,979	KNOWLEDGEABLE PROVIDER NEGOTIATIONS
Fairpay Solutions, Inc.	85/885,735		SQUARE ONE SOLUTIONS
Fairpay Solutions, Inc.	86/057213		SQUARE 1 SOLUTIONS NEGOTIATING THE COST OF HEALTHCARE
Fairpay Solutions, Inc.	85/795,607		FPS LONG TERM CARE & EXTENDED STAY