

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		11/30/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Payfone, Inc.		
Street Address:	245 Fifth Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2613132	AUTHENTIFY	
Registration Number:	4900291	AUTHENTIFY XFA	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,rachel.fink@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	12/21/2020		
Total Attachments: 4			
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OP \$65.00 2613132

PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Partial Release of Security Interests in Trademarks (this "Partial Release") is made as of the 30th day of November 2020 (the "Release Date"), by and between JPMorgan Chase Bank, N.A., having a place of business at 237 Park Avenue, 6th Floor, New York, NY 10017 (the "Administrative Agent") and Payfone, Inc., a Delaware corporation having an address of 245 Fifth Avenue, 20th Floor, New York, NY 10016 (the "Grantor").

WHEREAS, a Confirmatory Grant of Security Interest in Trademarks between the Administrative Agent and Grantor was recorded on June 18, 2020 at the U.S. Patent and Trademark Office Assignment Division, at Reel 006974, Frame 0224 (the "Confirmatory Grant"), which Confirmatory Grant was entered into in conjunction with a Security Agreement between the Administrative Agent and Grantor executed on June 17, 2020 (the "Security Agreement").

WHEREAS, in connection with that certain Trademark and Domain Name Purchase Agreement between Grantor and Early Warning Services, LLC, a Delaware limited liability company, having an address at 16552 North 90th Street, Scottsdale, AZ 852600 ("Early Warning") dated October 26, 2020, Grantor has requested that the Administrative Agent terminate, release and discharge its lien on and security interest in all the trademarks listed on Schedule A (collectively, the "Specified Trademarks"), which Specified Trademarks formed part of the collateral in the Security Agreement.

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

All of Administrative Agent's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Specified Trademarks pursuant to the Security Agreement (collectively, the "Security Interests") are hereby terminated, released and discharged.

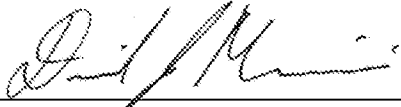
The Administrative Agent shall at the request of Grantor execute and deliver any instruments reasonably necessary or desirable to carry out the release of the Security Interests granted in accordance with this Partial Release, including without limitation any Form UCC3 or comparable financing statement amendments.

This Partial Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Partial Release shall be governed and construed in accordance with the laws of the State of New York without regard to the principles thereof relating to conflict of laws.

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IN WITNESS WHEREOF, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

BY: 
NAME: Daniel J. Maniaci
TITLE: Vice President

Agreed and Acknowledged by:

PAYFONE, INC. d/b/a PROVE, as
Grantor

BY: _____
NAME:
TITLE:

IN WITNESS WHEREOF, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

BY: _____
NAME:
TITLE:

Agreed and Acknowledged by:

PAYFONE, INC. d/b/a PROVE, as
Grantor

Tom FitzSimmons
BY: 0F7591AC99AB27F98B32C98FBAC9F83B _____
NAME: **Tom FitzSimmons**
TITLE: **CFO**

SCHEDULE A

UNITED STATES TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Authenticate	2613132	August 27, 2002
Authenticate xFA	4900291	February 16, 2016