# CH \$40.00 45959

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM656423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as collateral agent		06/25/2021	Limited Partnership:

#### **RECEIVING PARTY DATA**

Name:	Stewardship Technology, Inc.		
Street Address:	201B West High Street		
City:	Mount Vernon		
State/Country:	OHIO		
Postal Code:	20190		
Entity Type:	Corporation: OHIO		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4595949	STEWARDSHIP TECHNOLOGY

## **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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.

**Phone:** 2123108000

**Email:** juan.arias@weil.com **Correspondent Name:** Adam Bernstein

Address Line 1: Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: A.Bernstein - 15570.0026		
NAME OF SUBMITTER:	Adam Bernstein	
SIGNATURE:	/Adam Bernstein/	
DATE SIGNED:	06/28/2021	

#### **Total Attachments: 4**

source=Paya - Trademark Release Executed#page1.tif source=Paya - Trademark Release Executed#page2.tif source=Paya - Trademark Release Executed#page3.tif

> TRADEMARK REEL: 007337 FRAME: 0986

source=Paya - Trademark Release Executed#page4.tif

TRADEMARK REEL: 007337 FRAME: 0987

## NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

June 25, 2021

This Notice of Release of Security Interest in Trademark Collateral is made and effective as of June 25, 2021 ("Release of Security Interest") by Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent"), solely in its capacity as Agent for the lenders (the "Lenders") from time to time party to (a) that certain Credit Agreement, dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among GTCR-Ultra Holdings II, LLC, a Delaware corporation ("Holdings"), GTCR-Ultra Holdings III, LLC, a Delaware limited liability company ("Borrower"), the Lenders and Issuing Banks from time to time party thereto and Antares Capital LP, as Administrative Agent, (b) that certain Amended and Restated Collateral Agreement, dated as of December 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated Collateral Agreement"), by and among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent.

WHEREAS, Stewardship Technology, Inc., an Ohio corporation, and First Mobile Trust, LLC, an Ohio limited liability company, (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), as applicable, own the trademarks listed on <u>Schedule I</u> attached hereto ("<u>Trademarks</u>"), which Trademarks are registered in the United States Patent and Trademark Office (the "<u>Office</u>"); and

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of November 1, 2018, and (ii) that certain Trademark Security Agreement dated as of December 31, 2018, (each a "<u>Trademark Security Agreement</u>" and together, the "<u>Trademark Security Agreements</u>"), each Grantor pledged, assigned and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in (i) all of such Grantor's right, title and interest in, to and under its respective United States Trademark applications and registrations, including the Trademarks listed on <u>Schedule I</u> hereto (the "<u>Trademark Collateral</u>"), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same (collectively, the "<u>Released Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2018 at Reel/Frame 6472/0988; and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 31, 2018 at Reel/Frame 6513/0707; and

WHEREAS, pursuant to the Payoff Letter, dated as of June 25, 2021, by and among the Collateral Agent, the Borrower and Holdings, the Borrower has requested and the Collateral Agent has agreed to procure, execute and deliver to the Borrower, at the expense of the Borrower,

1

such documents confirming and carrying out the release and discharge of the Secured Parties' security interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

- Agent hereby (i) terminates, discharges, cancels and releases fully its security interests in and liens on the Released Trademark Collateral granted under the Trademark Security Agreements and terminates the Trademark Security Agreements, and (ii) authorizes and requests the recordation of this Release of Security Interest, and any other filings necessary to evidence the termination, discharge, cancellation, and release of Collateral Agent's rights under the Amended and Restated Collateral Agreement and/or Trademark Security Agreements, in each case with respect to the Released Trademark Collateral, with the Office at Grantors' expense.
- 2. <u>Further Assurances</u>. The Collateral Agent hereby agrees, at the Borrower's expense, to execute such instruments and to take such other actions as the Borrower may reasonably request to terminate and release the Collateral Agent's security interest in the relevant Released Trademark Collateral.
- 3. <u>Governing Law</u>. This Release of Security Interest and the transactions contemplated hereby and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 4. <u>Definitions</u>. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Trademark Security Agreements.
- 5. <u>Counterparts</u>. This Release of Security Interest may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

2

IN WITNESS WHEREOF, the Collateral Agent has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of the date first listed above.

ANTARES CAPITAL LP,

as Collateral Agent

Name: Kevin Mihelic

Title: Duly Authorized Signatory

# SCHEDULE I

### Trademarks

# Reel/Frame 6472/0988

Mark	Jurisdiction	Serial No/Filing Date	Registration No/Registration Date	Class	Current Owner of Record
STEWARDSHIP	U.S.	86/120327	4595949	36	Stewardship
TECHNOLOGY		15-Nov-2013	02-Sep-2014		Technology,
					Inc.

# Reel/Frame 6513/0707

Mark	Jurisdiction	Serial No./Filing Date	Registration No./Registration Date	Class	Current Owner of Record
FIRST BILLING	U.S.	85/740321 27-Sep-2012	4460982 07-Jan-2014	N/A	First Mobile Trust, LLC
EXD CECT OF ID	11.0	*		27/4	,
FIRSTCLOUD	U.S.	85/740418 27-Sep-2012	4453354 24-Dec-2013	N/A	First Mobile Trust, LLC
FIRSTUTILITY	U.S.	85/795129 05-Dec-2012	4556759 24-Jun-2014	N/A	First Mobile Trust, LLC

4

TRADEMARK REEL: 007337 FRAME: 0991