

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI444593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ankura Trust Company, LLC		08/20/2024	State-Chartered Trust Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Company Name:	Transact Campus Payments, Inc. (f/k/a Higher One, Inc.)		
Street Address:	18700 Hayden Rd.		
Internal Address:	Suite 230		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: DELAWARE		
Company Name:	CardSmith, LLC		
Street Address:	1111 19th Street NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2405644	CASHNET	
Registration Number:	2493262	CASHNET	
Registration Number:	3203941	CASHNET...ANY PAYMENT, ANYTIME, ANYWHERE	
Registration Number:	3747184	CAMPUS CASH	
Registration Number:	3499682	MORE SERVICE. LESS SYSTEM.	
Registration Number:	4844369	CARDSMITH	
Registration Number:	2524672	HIGHER ONE	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6507393939
Email: sbhatmuley@jonesday.com,jbereznak@jonesday.com
Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	434783-000027
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NAME OF SUBMITTER:	John Bereznak
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SIGNATURE:	John Bereznak
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DATE SIGNED:	08/21/2024
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Total Attachments: 4

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RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 20, 2024 (this “Release”), is made by ANKURA TRUST COMPANY, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) under that certain Second Lien Intellectual Property Security Agreement, dated as of April 30, 2019, executed by Transact Holdings Inc., a Delaware corporation, Higher One, Inc., a Delaware corporation and CardSmith, LLC, a Delaware limited liability company (each a “Grantor”), in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “2L IP Security Agreement”), in favor of the Grantors. All capitalized terms used but not otherwise defined herein have the meanings given to them in the 2L IP Security Agreement, the Credit Agreement or the Guarantee and Collateral Agreement referenced in the 2L IP Security Agreement, as applicable.

WHEREAS, pursuant to the 2L IP Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on April 30, 2019 at Reel 049043, Frame 0613 (Patents) and Reel 006633, Frame 0244 (Trademarks), each of the Grantors granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under all of its Intellectual Property Collateral (as defined in the 2L IP Security Agreement) including the United States registered patents and patent applications set forth on the attached Schedule 1 and the United States registered trademarks and trademark applications set forth on the attached Schedule 2 (collectively, the “IP Collateral”); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of even date herewith, by and among the Grantors, the Collateral Agent and certain other parties party thereto, the Grantors have requested and the Collateral Agent has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the 2L IP Security Agreement, (b) terminate the security interest created under the 2L IP Security Agreement in the IP Collateral, including without limitation the United States registered patents and patent applications set forth on the attached Schedule 1 and the United States registered trademarks and trademark applications set forth on the attached Schedule 2, (c) release its security interest in the IP Collateral, (d) discharge any and all rights, title and interest it has in the IP Collateral, and (e) reassign, grant, and convey all rights and interests the Collateral Agent may have in the IP Collateral to the applicable Grantor thereof.

Collateral Agent agrees, at the Grantors’ sole cost and expense, to take all further actions, and provide to the Grantors and their respective successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments (in each case, without recourse, representation or warranty of any kind whatsoever), as any Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Collateral Agent authorizes and requests that each of the Commissioner of Patents of the USPTO, the Commissioner of Trademarks of the USPTO, and any other applicable government officer record this Release.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANKURA TRUST COMPANY, LLC,
as Collateral Agent

By: *Krista Gulalo*
Name: Krista Gulalo
Title: Managing Director

SCHEDULE 1

Patent Collateral

Registrations and Applications:

OWNER	PATENT NUMBER	DESCRIPTION
Transact Holdings Inc.	9129090	Distributed Service Point Transaction System
Transact Holdings Inc.	8763070	Electronic Transactions System

SCHEDULE 2

Trademark Collateral

Registrations and Applications:

OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK	REGISTRATION DATE
Higher One, Inc.	2,405,644	75/737292	CASHNET	November 21, 2000
Higher One, Inc.	2,493,262	75/734270	CASHNET	September 25, 2001
Higher One, Inc.	3,203,941	78/853462	CASHNET...ANY PAYMENT, ANYTIME, ANYWHERE	January 30, 2007
CardSmith, LLC	3,747,184	77/149590	CAMPUS CASH	February 9, 2010
CardSmith, LLC	3,499,682	77/149588	MORE SERVICE. LESS STSTEM.	September 9, 2008
CardSmith, LLC	4,844,369	86/507184	CARDSMITH	November 3, 2015
Higher One, Inc.	2,524,672	76/135740	HIGHER ONE	January 1, 2002