

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent		09/30/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RED-CARD SYSTEMS, LLC		
Street Address:	744 Office Parkway		
Internal Address:	c/o Red Card Holdings II, LLC		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86718868	DOCS	
Serial Number:	77977721	RED CARD	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3428		
Email:	tkirillova@kslaw.com		
Correspondent Name:	Tatyana Kirillova, Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	KING & SPALDING LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	24046.015144		
NAME OF SUBMITTER:	Tatyana Kirillova		
SIGNATURE:	/s/ Tatyana Kirillova		
DATE SIGNED:	09/30/2019		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2019 (this “Release”), is made by CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined below), in favor of RED-CARD SYSTEMS, LLC, a Missouri limited liability company (the “Grantor”).

WHEREAS, RED CARD HOLDINGS, LLC, a Missouri limited liability company (“Red Card Holdings”, together with each other entity that from time to time becomes a borrower under the Credit Agreement (as defined below) in accordance with the terms thereof, each a “Borrower” and collectively the “Borrowers”), RCEIP, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Credit Agreement, dated as of February 8, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into that certain Guaranty and Security Agreement, dated as of February 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Grantor and Administrative Agent entered into that certain trademark security agreement dated February 8, 2018 (the “Trademark Security Agreement”) notice of which was recorded on February 8, 2018 at the United States Patent and Trademark Office at Reel 6270, Frame 0324.

WHEREAS, Grantor granted to the Administrative Agent, under the terms of the Trademark Security Agreement a security interest in and to all of such Grantor’s right, title, and interest in, to, and under the Trademark Collateral, including without limitation the Trademarks identified in Exhibit A attached hereto (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of September 30, 2019, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the

Secured Parties, without any representation, warranty or recourse of any kind or nature, hereby (i) terminates the Trademark Security Agreement, (ii) releases any and all liens security interests, right, title and interest the Administrative Agent or any Secured Party may have in, on, to or under the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest the Administrative Agent or any Secured Party may have in, on, to or under the Trademark Collateral.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the date first above written.

ADMINISTRATIVE AGENT:
CAPITAL ONE, NATIONAL ASSOCIATION


By:  _____
Name: **Anuj Dhingra**
Title: **Duly Authorized Signatory**

EXHIBIT A

TRADEMARKS

I. REGISTERED TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DOCS	86718868	08/07/2016	4922600	03/22/2016
RED CARD	77977721	08/22/2007	3732737	12/29/2009

II. TRADEMARK APPLICATION

None.