

02-09-2007



To the Director of the U.S. Patent and

Documents or the new address (es) below.

1. Name of conveying party(ies):

103371572

Receiving party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Additional name(s) or conveying parties attached? Yes No

Name: **Paymetric, Inc.**

Internal Address

Street Address: **13430 Northwest Freeway Ste 900**

City: **Houston**

State: **TX**

Country: **USA**

Zip: **77040**

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

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)

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s): **February 2, 2007**

Assignment

Merger

Security Agreement

Change of Name

Other : **RELEASE**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3071066

3071068

3071069

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature.

Signature

February 2, 2007

Date

02/08/2007 DBYRNE

00000131-3071066

Susana Valdivia

Not a Person Signing

Total number of pages including cover sheet, attachments, and document:

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003482 FRAME: 0044

2-8-7

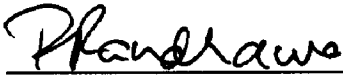
OFFICE OF PUBLIC RECORDS
2007 FEB -8 AM 11:03
FINANCE SECTION

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Paymetric, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, August 25, 2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on October 3, 2006, Reel 3401, Frame 0837.

Dated: **February 2, 2007**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and PAYMETRIC, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), subject only to Permitted Liens that may have super priority to Bank's Lien under the Loan Agreement, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Outside counsel filed IP.

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

13430 Northwest Freeway, Suite 900
Houston, TX 77040

Attn: Chief Financial Officer

PAYMETRIC, INC.

By: 

Title: President & CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Stuart Edwards & Phillip Wright

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
--------------------	---	---

EXHIBIT B

PATENTS

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
XIPAY	3,071,069	03/21/06
Empower the Payment Chain	3,071,068	03/21/06
Paymetric	3,071,066	03/21/06

EXHIBIT D
MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
--------------------	---	---