FUHIVI F1U-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

RE(



U.S. DEPARTMENT OF

nited States Patent and Trademark Office

To the Disease of the U.C. Detent and T	03462895 cuments or the new address (es) below.	
To the Director of the U.S. Patent and T  1. Name of conveying party(ies):	z. Name and address or receiving party(ies):	
SILICON VALLEY BANK	Additional name(s) of conveying parties attached? ☐Yes ☒ No	
	Name: US Dataworks, Inc.	
	Internal Address	
☐ Individual(s) ☐ Association		
General Partnership Limited Partnership	Street Address: One Sugar Creek Center Blvd. 5 <sup>th</sup> Floor	
	271	
☐ Corporation-State	City: Sugar Land State: TX Country: USA	
Other	City: Sugar Land State: TX	
Additional name(s) of conveying parties attached? ☐Yes ☒ No	Country: USA	
3. Nature of conveyance/ Execution Date(s):	Zip: <b>77478</b>	
or rataro or convoyance, Execution Euro(e).		
Execution Date(s): November 9, 2007	State: TX Country: USA Zip: 77478  Association Citizenship General Partnership Citizenship Limited Partnership Citizenship	
	General Partnership Citizenship	
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	
Security Agreement Change of Name	Other Citizenship	
	If assignee is not domiciled in the United States, a domestic representative	
	designation is attached: Yes No	
<ul><li>Other: Release</li><li>Application number(s) or registration number(s) and iden</li></ul>	(Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and iden	initiation of description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
77087951 78533320	2896126 3059532	
78326969 78533323	2896127	
78484328 78534651	2896128 2896129	
<b>78499909</b> C. Identification or Description of Trademark(s) (and Filing D		
Registration Number is unknown):	Additional of the state of the	
5. Name and address of party to whom	6. Total number of applications and	
correspondence concerning document should be	registrations involved: 12	
mailed:		
Name: Silicon Valley Bank		
	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$315.00	
Internal Address: <b>HF154</b>	Authorized to be charged by credit card	
	Authorized to be charged to deposit account	
Street Address: 3003 Tasman Drive	⊠ Enclosed	
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:	
Phone Number: <b>(408) 919-0310</b>	a. Credit Card Last 4 Numbers	
Fax Number: <b>(408) 654-6313</b>	ffxpjfztip/mbethche 00000002 77087951	
1 ax Mulliber. (400) 034-0313	b. Deposit Accou <b>nt Numble</b> r 49.00 0P	
Email Address: svaldivia@svb.com	Authorized User মিলিকিটি 275.00 ০০	
MAN. 1		
9. Signature.	November 9, 2007	
Sighature	Date	
Susana Valdivia	Total number of pages including cover	
Name of Person Signing	sheet, attachments, and document:	
1		

# RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **US Dataworks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, <u>August 10, 2007</u>, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on <u>August 23, 2007</u>, Reel <u>3609</u>, Frame <u>0922</u>.

Dated: November 9, 2007

SILICON VALLEY BANK

By: Name:

<u>Margaret Fujir</u>

Title: Operations Department Manager

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement")dated as of August 10, 2007 (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and US DATAWORKS, INC., a Nevada corporation ("Grantor").

#### RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

### **AGREEMENT**

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

(Signature)

(Title)

GRANTOR:

US DATAWORKS, INC.,

a Nevada corporation

(Signature)

CEO

(Title)

## **EXHIBIT** A

Copyrights

Description

Registration/Application Number

Registration/Application <u>Date</u>

1

TRADEMARK REEL: 003667 FRAME: 0121

## **EXHIBIT B**

**Patents** 

**Description** 

Registration/Application
Number

Registration/Application <u>Date</u>

1

TRADEMARK REEL: 003667 FRAME: 0122

# EXHIBIT C

# Trademarks

<u>Description</u>	Registration/Application Number	Registration/Application <u>Date</u>
Clearingworks	3,059,532	2/14/06
Mcomm	77/087951	1/22/07
Returnworks	2,896,127	10/19/04
Remitworks	2,896,126	10/19/04
Micrworks	2,896,128	10/19/04
Micrworks Lite	2,896,129	10/19/04
We Clear Everything	78/484,328	12/20/05
Electronification	78/326,969	4/14/05
Credit Push	78/533,320	12/13/05
Hyperpay	78/533,323	11/29/05
Hyperpayment	78/499,909	12/20/05
Webdebit	78/534,651	1/3/06

1

TRADEMARK REEL: 003667 FRAME: 0123 **EXHIBIT D** 

Mask Works

Description

Registration/Application
Number

Registration/Application <u>Date</u>

2

TRADEMARK REEL: 003667 FRAME: 0124

**RECORDED: 11/16/2007**