

02-20-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/12)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103483257

TRADEMARKS ONLY OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

2.19.08

1. Name of conveying party(ies):

MIRIA SYSTEMS, INC.

- Individual(s)
- General Partnership
- Corporation- State: PENNSYLVANIA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) DECEMBER 28, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VENCORE SOLUTIONS LLC

Internal Address: SUITE 350

Street Address: 4500 SW KRUSE WAY

City: LAKE OSWEGO

State: OR

Country: USA Zip: 97035

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

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

A. Trademark Application No.(s)
Serial # 77226948
Wordmark "Miria SYSTEMS"

B. Trademark Registration No.(s)
3340806 (Serial # 78269268)

Additional sheet(s) attached? Yes No

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

Wordmark "Managed Pay"

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

Name: Ki Seh Pond

Internal Address: Suite 350

Street Address: 4500 SW KRUSE WAY

City: Lake Oswego

State: OR Zip: 97035

Phone Number: 503-699-4997

Fax Number: 503-675-3136

Email Address: KiSeh@vencorecapital.com

6. Total number of applications and registrations involved:

\$ 80.00

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Refund/Debit Date
02/28/2008 DBYRNE 0000161320

b. Deposit Account Number
Authorized User ONECK Refund Total: \$15.00

9. Signature: Ki Seh Pond

Signature

Ki Seh Pond

Name of Person Signing

2/12/08
Date

Total number of pages including cover sheet, attachments, and document: 19

01 FC-0521

Documents to be recorded (including cover sheet) should be faxed to 0218785330, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP
25.00 OP

VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
(503) 699-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of X December 29, 2007 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Miria Systems, Inc., a Pennsylvania Corporation ("Grantor").

RECITALS

Lender 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 Lender and Grantor dated of even date herewith (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).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 (collectively, "Intellectual Property Collateral").


This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Page 1 of 5

IP Security Agreement

Confidential

X  (initials of Grantor)

X  (initials of Grantor)

TRADEMARK
REEL: 003726 FRAME: 0287

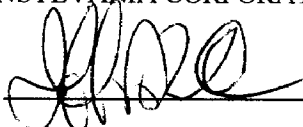
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MIRIA SYSTEMS, INC.,
A PENNSYLVANIA CORPORATION

1400 North Providence Road
Media, PA 19063
Attention: Matt Townley

By: X 

Name: JEFF ROKICKI

Title: VP of Finance

By: X 

Name: DOUG PETILLO

Title: Director of the Board

LENDER:

Address of Lender:

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

By: James Paul Johnson

Name: JAMES PAUL JOHNSON

Title: SVP

X MR (initials of Grantor)

X DP (initials of Grantor)

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
N/A		

IP Security Agreement
Confidential

X *R* (initials of Grantor) X *TS* (initials of Grantor)

EXHIBIT B


PATENTS

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
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N/A

IP Security Agreement

Confidential

X  (initials of Grantor)




X  (initials of Grantor)

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
ManagedPay (with design)	3,340,806	11/20/2007
Miria Systems	77/226948	7/11/2007

IP Security Agreement
Confidential

X  (initials of Grantor) X  (initials of Grantor)