

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TemPay Inc.		06/10/2010	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling National Bank		
<b>Street Address:</b>	500 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2639291	TEMPAY	
<b>Serial Number:</b>	76342085	TEMPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-564-8108		
<b>Email:</b>	kgibson@stradley.com		
<b>Correspondent Name:</b>	Maria J. Wing, Esquire		
<b>Address Line 1:</b>	2600 One Commerce Square		
<b>Address Line 2:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7098		
<b>ATTORNEY DOCKET NUMBER:</b>	184652-0009		
<b>NAME OF SUBMITTER:</b>	Maria J. Wing		
<b>Signature:</b>	/mjw/		

CH \$65.00 2639291

Date:

08/04/2010

**Total Attachments: 4**

source=Tempay Security Agreement #page1.tif

source=Tempay Security Agreement #page2.tif

source=Tempay Security Agreement #page3.tif

source=Tempay Security Agreement #page4.tif

**SECURITY AGREEMENT**

**TRADEMARKS**

WHEREAS, TEMPAY INC., an Ohio corporation (herein referred to as "Debtor"), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Debtor is obligated to STERLING NATIONAL BANK (herein referred to as "Sterling"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "IP Agreement") in favor of Sterling;

WHEREAS, pursuant to the IP Agreement, Debtor has granted to Sterling a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Sterling's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Sterling a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Sterling with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Sterling's address is 500 Seventh Avenue, New York, NY 10018.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 10<sup>th</sup> day of June, 2010.

TEMPAY INC.

By: [Signature]  
Lawrence S. Holstein, President

STATE OF Ohio :  
 : ss.  
COUNTY OF Cuyahoga :

Before me, a notary public, in and for the State and County aforesaid, on this 10<sup>th</sup> day of June, 2010, personally appeared Lawrence S. Holstein, who acknowledged himself to be the President of Tempay Inc., who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on the purposes herein stated and intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public



CONNIE S. CARR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

BUSINESS # 1136847 v.2

SCHEDULE A

Registered Trademarks

Trademark	Serial Number	Registration Number	Registration Date
TEMPAY	76342085	2639291	October 22, 2002

Pending Trademark Applications

None.

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

None.

Common Law Trade Names

None.

**SPECIAL POWER OF ATTORNEY**

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

KNOW ALL MEN BY THESE PRESENTS, that TEMPAY INC., an Ohio corporation (the "Debtor"), having an address of 20600 Chagrin Boulevard, Suite 503, Shaker Heights, OH 44122, hereby appoints and constitutes, severally, STERLING NATIONAL BANK ("Sterling"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Sterling, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Sterling, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Sterling (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by Sterling.

Dated: June 10<sup>th</sup>, 2010

TEMPAY INC.

By: [Signature]  
Lawrence S. Holstein, President

STATE OF OHIO :  
 ) ss.  
COUNTY OF CUYAHOGA :

Before me, a notary public, in and for the State and County aforesaid, on this 10<sup>th</sup> day of June, 2010, personally appeared Lawrence S. Holstein, who acknowledged himself to be the President of Tempay Inc., who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on the purposes herein stated and intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public

CONNIE S. CARR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.



BUSINESS # 1136848 v.1