

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BServ, Inc.		08/27/2010	CORPORATION: NEVADA
BServ Internet Payments, Inc.		08/27/2010	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	2151 E. Broadway Rd.		
<b>Internal Address:</b>	Suite 117		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85282		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3628793	NETCONNECT	
Registration Number:	3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY	
Registration Number:	3228703	NETCAPTURE	
Registration Number:	2644495	NET DEPOSIT	
Registration Number:	3022225	DECISION GATEWAY	
Registration Number:	3059711	REMOTE FOR BUSINESS	
Registration Number:	3016437	REMOTE STAGING SERVER	
Registration Number:	3016438	EXTRACT STAGING SERVER	
Registration Number:	3708296	TOTALTRANSACT	
Registration Number:	3567573	CHECK360	
Registration Number:	2812484	NETDEPOSIT	
Registration Number:	2812483	NETDEPOSIT	

CH \$365.00 3628793

Registration Number:	2716695	PROVIDERPAY
Registration Number:	2576673	NET DEPOSIT

**CORRESPONDENCE DATA**

Fax Number: (703)519-1821  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7034151555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1725 Duke Street  
Address Line 2: Suite 530  
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1009801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/08/2010

Total Attachments: 10  
source=BServ#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2010 by and between (i) **SILICON VALLEY BANK** ("**Bank**") and (ii) **BSERV, INC.**, a Nevada corporation ("**BServ**"), **BSERV INTERNET PAYMENTS, INC.**, a Nevada corporation ("**BServ Internet**") and ("**NetDeposit**," and together with **BServ** and **BServ Internet**, jointly and severally, individually and collectively, referred to as the "**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 as of the date hereof (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 (as each term is described below) 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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 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.

[Signature page follows.]

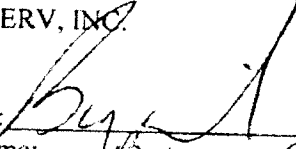
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

BServ, Inc.  
8350 South Durango Drive, Suite 140  
Las Vegas, Nevada 89135  
Attn: Mr. David Kvederis  
Fax: (702) 478-1842  
Email: david.kvederis@bankserv.com

GRANTOR:

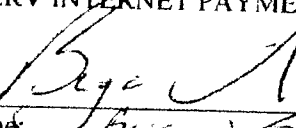
BSERV, INC.

By:   
Name: Bryan Schreiber  
Title: CEO

Address of Grantor:

c/o BServ, Inc.  
8350 South Durango Drive, Suite 140  
Las Vegas, Nevada 89135  
Attn: Mr. David Kvederis  
Fax: (702) 478-1842  
Email: david.kvederis@bankserv.com

BSERV INTERNET PAYMENTS, INC.

By:   
Name: Bryan Schreiber  
Title: CEO

Address of Bank:

2151 E. Broadway Rd.  
Suite 117  
Tempe, AZ 85282  
Attn: Mr. Mark Thylin  
Fax 480.967.5022  
Email: mthylin@svb.com

BANK:

SILICON VALLEY BANK

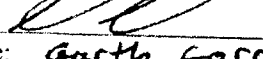
By:   
Name: Garth Gorrell  
Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Copyright Number</u>	<u>Date</u>	<u>Description</u>
TX0006018310	2003	Installation and systems administration guide
V3504D492	2003	Bulk data transfer release; computer programs
TX0005876715	2003	Decision gateway
TX0006095477	2003	Decision gateway: installation and systems administration guide
TX0006018311	2003	Decision gateway--route manager release 1.5 : installation guide.
TX0005877111	2003	Deposit Review
TX0005979859	2002	Deposit review client release 3.9 : administration guide.
TX0005990901	2002	Deposit review client : release 3.9 : deposit reviewer user's guide.
TX0005869385	2003	Distributed print server.
TX0005877110	2001	Distributed print server, release 1.4 installation and administration guide.
TX0005979858	2003	Exchange staging server.
TX0005875891	2003	File assembler release 1.0 installation and system administration guide.
TX0006556523	2007	NetCapture business client user guide release 5.1.
TX0006556513	2007	NetCapture business web client gateway system manual release 5.1.
TX0006556524	2007	NetCapture business web client user guide release 1.
TX0006556527	2007	NetCapture platform system manual release 5.1.
TX0006556525	2007	NetCapture portal user guide release 5.1.
TX0006581256	2007	NetCapture 5.1.
TX0006630769	2007	NetCapture 5.1 / by NetDeposit, Inc.
TX0006052021	2003	NetDeposit administrative web tool : release 1.5 : installation guide.
TX0006052020	2001	NetDeposit administrative web tool : release 1.5 : installation guide. NetDeposit administrative web tool : release 1.5 : system administration guide.
TX0006015783	2002	NetDeposit administrative web tool : release 1.5 : user guide.
TX0006015781	2002	NetDeposit administrative web tool : release 1.5 : user guide.
TX0006052024	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TX0006052027	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TX0006015780	2003	NetDeposit decision Gateway--route manager : release 1.5 : user guide.
TX0006052022	2003	NetDeposit deposit review client : release 3.9 : supervisor user's guide.
TX0006052023	2002	NetDeposit deposit review client : release 3.9 : supervisor user's guide.
TX0005893540	2002	NetDeposit : distributed print server : release 1.4 : user guide.
TX0006052025	2003	NetDeposit extract staging server : release 1.2 : installation and system administration guide
TX0006052026	2001	NetDeposit extract staging server : release 1.2 : installation and system administration guide
TX0006015782	2001	NetDeposit return procedures with CheckXception (Lexign software) : intended for Western Payment Alliance pilot participants
TX0005893197	2003	NetSettlement
TX0005877109	2003	Remote client.
TX0006016064	2002	Remote client release 3.9 administration guide.
TX0006016341	2002	Remote client : release 3.9 : user's guide.

TX0005877247	2001	Remote client v3.9 quick reference card.
V3578D190	2009	Remote deposit & 1 other title.
V3545D488	2006	Remote deposit & 1 other title.
TX0005903053	2003	Remote staging server.
TX0005979983	2002	Remote staging server : release 3.9 : administration guide.
TX0006016342	2001	Return procedures without checkXception (Lexign software)
TX0005877108	2003	Returns.

EXHIBIT B

Patents

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>Patent 6,877,093. Remote configuration of transaction process device.</b> Technology which allows a server to authenticate the transaction processing device, the device to authenticate the server, and the exchange of configuration data between the device and server.	Jun-00	Apr-05	
<b>Patent 6,978,380. Remote activation with prearranged customer token.</b> Captures and utilizes identifying information, such as a driver's license, for authenticating and activating a payment device.	Jun-00	Dec-05	
<b>Patent 7,204,416. OCR using vector techniques.</b> The scanning of information without requiring a controlled scan velocity by use of an optical sensor, known topology, and vector based pattern recognition.	Sep-04	Apr-07	



**Patent 6,851,608.**  
**Normalization using topology.** Relates to the check scanning capability of the product. Adjusts scanned data for jitters in speed, scanned image preparation for OCR technology, and velocity compensated friction to control the speed with which the user pulls the check through.

Mar-02

Feb-05

**Patent 7,142,813. Parasitic wireless device.** Ability to leverage other "connected" products as communications gateways. Devices such as printers can be used by attaching a small short range communications link between the host and the terminal which is powered by parasitic power from the host.

Jun-02

Nov-06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BankServ		<b>date granted</b> 5/4/2010
(UK) BankServ		7/4/2007
(EU) BankServ		11/30/2009
TurboSwift		6/30/1996
SameDayPay your source for last minute payments		5/3/2005
It's your money. Get it Faster		3/30/2010
It's your money. Get it Anywhere		12/15/2009
DepositNow		12/5/2006
Mobilescape		2/8/2005
Commerciant		12/31/2002

M2 1/23/2007

<u>Registration #</u>	<u>Trademark/Service Mark</u>
3628793	NETCONNECT
3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY
3228703	NETCAPTURE (not assigned from NetDeposit, Inc. to NetDeposit, LLC) NET DEPOSIT (not assigned from NetDeposit, Inc. to NetDeposit, LLC)
2644495	DECISION GATEWAY
3022225	REMOTE FOR BUSINESS
3059711	REMOTE STAGING SERVER
3016437	EXTRACT STAGING SERVER (not assigned from NetDeposit, Inc. to NetDeposit, LLC)
3016438	TOTALTRANSACT
3708296	CHECK360
3567573	NETDEPOSIT
2812484	NETDEPOSIT
2812483	PROVIDERPAY
2716695	NET DEPOSIT
2576673	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1225189.1