

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYNEARME, INC.		06/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77767671	KWEDIT	
Serial Number:	77907400	KWEDIT	
Serial Number:	77813168	THE PAYMENT PROMISE NETWORK	
Serial Number:	85094745	PAYNEARME	
Serial Number:	85094734	TILONO	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (PAYNEARME TM)		

CH \$140.00 77767671

900197676

TRADEMARK
 REEL: 004588 FRAME: 0489

NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/John D. Fredericks, Esq./
Date:	07/21/2011
Total Attachments: 6 source=Paynearme Inc Plain English Intellectual Property Security Agreement#page1.tif source=Paynearme Inc Plain English Intellectual Property Security Agreement#page2.tif source=Paynearme Inc Plain English Intellectual Property Security Agreement#page3.tif source=Paynearme Inc Plain English Intellectual Property Security Agreement#page4.tif source=Paynearme Inc Plain English Intellectual Property Security Agreement#page5.tif source=Paynearme Inc Plain English Intellectual Property Security Agreement#page6.tif	

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 30, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company and PAYNEARME, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is PAYNEARME, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and PAYNEARME, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights that are included in the "Collateral" described in the Loan Agreement.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper

documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will, upon Our reasonable request, from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us in the Intellectual Property Collateral.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity; provided, however, that We acknowledge and agree that Our rights and remedies are subject to Our agreement with respect to Intellectual Property set forth in Section 8 of the Loan Agreement. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

PAYNEARME, INC.

Signature:



Print Name:

DANIEL SHARKEY

Title:

CEO + FOUNDER

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between PayNearMe, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

MHKKG PATENT FILE NUMBER and SERIAL NUMBER	TITLE/SHORT DESCRIPTION	U.S. STATUS
6343-00200 (US Serial No. 12/712,963)	ELECTRONIC PAYMENT SYSTEM AND METHOD Inventor(s): Danny Shader	Non-provisional application filed February 25, 2010.
6343-00201 (US Serial No. 12/712,972)	HONORARY PAYMENT SYSTEM AND METHOD Inventor(s): Danny Shader, Kurt Thames, Steve Capps	Non-provisional application filed February 25, 2010.
6343-00202 (US Serial No. 12/712,977)	TRANSACTION SCORING SYSTEM AND METHOD Inventor(s): Danny Shader, Kurt Thames, Steve Capps	Non-provisional application filed February 25, 2010.
6343-00203 (US Serial No. 12/712,987)	INVOICE SYSTEM AND METHOD Inventor(s): Danny Shader, Kurt Thames, Steve Capps	Non-provisional application filed February 25, 2010.
6343-00204 (US Serial No. 12/712,990)	HONORARY CREDIT SYSTEM AND METHOD Inventor(s): Danny Shader, Kurt Thames, Steve Capps	Non-provisional application filed February 25, 2010.
(US Serial No. 13/123,067)	REVERSE PAYMENT TRANSACTION SYSTEM AND METHOD Inventor(s): Marc-Andre Lamarche, Jean-Sebastien Boulanger	Non-provisional application filed April 7, 2011
(US Serial No. 13/087,271)	PAYMENT SYSTEM TO FACILITATE TRANSACTIONS Inventor(s): Daniel J. Shader, John P. Minor, Richard S. Perkins, Marc-Andre Lamarche, Jean- Sebastien Boulanger	Non-provisional application filed April 14, 2011

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between PayNearMe, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
KWEDIT	24-Jun-09	77/767,671	Published
KWEDIT (and Design)	07-Jan-10	77/907,400	Published
THE PAYMENT PROMISE NETWORK	22-Feb-10	51,762,2010	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
THE PAYMENT PROMISE NETWORK	26-Aug-09	77/813,168	Pending
PAYNEARME	28-July-10	85/094,745	Pending
TILONO	28-July-10	85/094,734	Pending
THE PAYMENT PROMISE NETWORK	28-July-10	1,470,880	Pending
THE PAYMENT PROMISE NETWORK	24-Feb-10	008,899,403	Pending
PAYNEARME	22-Feb-10	85/094,745	Pending



TRIPLEPOINT
CAPITAL

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between PayNearMe, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

None