

# 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>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>PREPAID SOLUTIONS, INC.</td> <td></td> <td>10/18/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	PREPAID SOLUTIONS, INC.		10/18/2011	CORPORATION: DELAWARE											
Name	Formerly	Execution Date	Entity Type																
PREPAID SOLUTIONS, INC.		10/18/2011	CORPORATION: DELAWARE																
<b>RECEIVING PARTY DATA</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>SILICON VALLEY BANK</td> </tr> <tr> <td><b>Street Address:</b></td> <td>3003 Tasman Drive</td> </tr> <tr> <td><b>City:</b></td> <td>Santa Clara</td> </tr> <tr> <td><b>State/Country:</b></td> <td>CALIFORNIA</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>95054</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>	<b>Name:</b>	SILICON VALLEY BANK	<b>Street Address:</b>	3003 Tasman Drive	<b>City:</b>	Santa Clara	<b>State/Country:</b>	CALIFORNIA	<b>Postal Code:</b>	95054	<b>Entity Type:</b>	CORPORATION: CALIFORNIA							
<b>Name:</b>	SILICON VALLEY BANK																		
<b>Street Address:</b>	3003 Tasman Drive																		
<b>City:</b>	Santa Clara																		
<b>State/Country:</b>	CALIFORNIA																		
<b>Postal Code:</b>	95054																		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA																		
<b>PROPERTY NUMBERS Total: 5</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3057435</td> <td>OCEANPAY</td> </tr> <tr> <td>Registration Number:</td> <td>2963027</td> <td>P PREPAID SOLUTIONS</td> </tr> <tr> <td>Registration Number:</td> <td>3145905</td> <td>PAYCARDS</td> </tr> <tr> <td>Serial Number:</td> <td>85342974</td> <td>BRIGHTWELL PAYMENTS</td> </tr> <tr> <td>Serial Number:</td> <td>85342880</td> <td>BRIGHTWELL PAYMENTS</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3057435	OCEANPAY	Registration Number:	2963027	P PREPAID SOLUTIONS	Registration Number:	3145905	PAYCARDS	Serial Number:	85342974	BRIGHTWELL PAYMENTS	Serial Number:	85342880	BRIGHTWELL PAYMENTS	
Property Type	Number	Word Mark																	
Registration Number:	3057435	OCEANPAY																	
Registration Number:	2963027	P PREPAID SOLUTIONS																	
Registration Number:	3145905	PAYCARDS																	
Serial Number:	85342974	BRIGHTWELL PAYMENTS																	
Serial Number:	85342880	BRIGHTWELL PAYMENTS																	
<b>CORRESPONDENCE DATA</b>																			
Fax Number:	(408)852-4475																		
Phone:	4088417195																		
Email:	dsanchezbentz@vlpawgroup.com																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist																		
Address Line 1:	VLP Law Group LLP																		
Address Line 2:	235 Victoria Drive																		
Address Line 4:	Gilroy, CALIFORNIA 95020																		

OP \$140.00 3057435

900204960

**TRADEMARK**  
**REEL: 004643 FRAME: 0896**

ATTORNEY DOCKET NUMBER:	SVB-PPS-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/DSB1068/
Date:	10/18/2011
<p>Total Attachments: 8 source=SVB_Prepaid Solutions_IPSA#page1.tif source=SVB_Prepaid Solutions_IPSA#page2.tif source=SVB_Prepaid Solutions_IPSA#page3.tif source=SVB_Prepaid Solutions_IPSA#page4.tif source=SVB_Prepaid Solutions_IPSA#page5.tif source=SVB_Prepaid Solutions_IPSA#page6.tif source=SVB_Prepaid Solutions_IPSA#page7.tif source=SVB_Prepaid Solutions_IPSA#page8.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October \_\_, 2011 by and between SILICON VALLEY BANK ("Bank") and PREPAID SOLUTIONS, INC. ("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 the Effective Date (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:

(a) 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 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.

If the Loan Agreement is terminated, Bank's Lien in the Collateral (including the Copyrights, Trademarks, Patents, and Mask Works described herein) shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations and at such time as the Loan Agreement has been terminated,



Bank shall, at Borrower's sole cost and expense, release its Liens in the Collateral (including the Copyrights, Trademarks, Patents, and Mask Works described herein) and all rights therein shall revert to Borrower.

[Signature page follows.]

*EVO*

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

GRANTOR:

Address of Grantor:

4401 Northside Parkway N.W., Suite 560  
Atlanta, GA 30327  
Attn: General Counsel

PREPAID SOLUTIONS, INC.

ERIC W. OHLHAUSEN

By: Eric W. Ohlhausen

Title: CFO

BANK:

Address of Bank:

3353 Peachtree Road, NE  
North Tower, Suite M-10  
Atlanta, GA 30326  
Attn: Andy Rico

SILICON VALLEY BANK

By: Andy Rico

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

*EWO*

EXHIBIT B

Patent Applications

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CURRENCY CONVERSION WITH PREPAID CARD	App. No. 12/195,187	8/20/08

*EW0*



EXHIBIT C

U. S. Trademark Registrations and Applications





<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OCEANPAY	Reg. No. 3,057,435	2/7/06
	Reg. No. 2,963,027	6/21/05
	Reg. No. 3,145,905	9/19/06
BRIGHTWELL PAYMENTS	App. S/N 85/342,880	6/10/11
BRIGHTWELL PAYMENTS	App. S/N 85/342,974	6/10/11
Foreign Trademark Registrations and Applications		
	Canada TM Reg. No. TMA752033	11/3/09
	Mexico TM App. No. 663031	6/23/04

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

*EW0*