

## 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
Brightwell Payments, Inc.	FORMERLY Prepaid Solutions, Inc.	10/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85489732	BRIGHTWELL PAYMENTS	
Serial Number:	85490203	BRIGHTWELL PAYMENTS	
CORRESPONDENCE DATA			
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		
ATTORNEY DOCKET NUMBER:	SVB-BRIGHTWELL-NEW TMS		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

OP \$65.00 85489732

Signature:	/DSB1068/
Date:	02/02/2012
<b>Total Attachments: 8</b> source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page1.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page2.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page3.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page4.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page5.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page6.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page7.tif source=SVB_Brightwell Payments_IPSA w revised Exhibit C#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 11, 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.]

*EWO*

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

*SWO*



EXHIBIT C

U.S. Trademark Registrations and Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OCEANPAY	3057435	02/07/2006
	2963027	06/21/2005
	3145905	09/19/2006
BRIGHTWELL PAYMENTS	85342974	06/10/2011
BRIGHTWELL PAYMENTS	85342880	06/10/2011
	85490203	12/08/2011
	85489732	12/07/2011

Foreign Trademark Registrations and Applications



	Canada TM Reg. No. TMA 752033	11/03/2009
	Mexico TM App. No. 663031	06/23/2004

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
NONE		

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