

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SECURENET, LLC		05/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET, SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

<b>PROPERTY NUMBERS Total: 14</b>		
Property Type	Number	Word Mark
Serial Number:	85464740	INVOICENOW
Serial Number:	85478676	SECURENET TOTAL PAYMENT PROCESSING SOLUTION
Serial Number:	85461087	SECURENET
Serial Number:	85508895	AUTOBILL
Serial Number:	85478616	SECUREPAY
Serial Number:	85485517	SECURENET PAYMENT SYSTEMS
Serial Number:	85477806	ACCOUNT UPDATER
Serial Number:	85476172	SECURENET VIRTUAL TERMINAL
Serial Number:	85476096	SECURECHECK
Serial Number:	85473745	SECURESHOP
Serial Number:	85464836	TOUCHPAY
Serial Number:	85464766	SECURENET MOBILE
Serial Number:	85462784	SECURENET VAULT
Serial Number:	85462751	SECURENET PAYMENT SYSTEMS

**TRADEMARK**

CH \$365.00 85464740

**CORRESPONDENCE DATA**

Fax Number: 9193541278

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-vlp/
Date:	05/17/2012

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 9, 2012 by and between SQUARE 1 BANK ("*Bank*") and SecureNet, LLC, a Delaware limited liability company (jointly and severally, "*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 of even date herewith (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "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 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.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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.

Grantor:

SECURENET, LLC

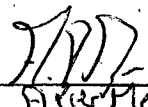
By   
Title EVPI CFB

Address of Grantors:

1445 Research Blvd., Suite 210  
Rockville, MD 20850

Bank:

SQUARE 1 BANK

By   
Name J. M. P. P.  
Title JVP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE.		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
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NONE.

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
INVOICENOW	85464740	11/04/2011
SECURENET TOTAL PAYMENT PROCESSING SOLUTION	85478676	11/22/2011
SECURENET	85461087	11/01/2011
AUTOBILL	85508895	01/04/2012
SECUREPAY	85478616	11/22/2011
SECURENET PAYMENT SYSTEMS	85485517	12/02/2011
ACCOUNT UPDATER	85477806	11/21/2011
SECURENET VIRTUAL TERMINAL	85476172	11/18/2011
SECURECHECK	85476096	11/18/2011
SECURESHOP	85473745	11/16/2011
TOUCHPAY	85464836	11/04/2011
SECURENET MOBILE	85464766	11/04/2011
SECURENET VAULT	85462784	11/02/2011
SECURENET PAYMENT SYSTEMS	85462751	11/02/2011