

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|----------------------------|----------------------------------|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PAYSPAN, INC. | FORMERLY Payformance Corporation | 11/30/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. Six Mile Road | | |
| Internal Address: | M/C 7512 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85685464 | SUNESIS | |
| Serial Number: | 85663454 | XPRESSPAY NETWORK | |
| Serial Number: | 85663443 | XPN | |
| Serial Number: | 85685573 | HEALTHCARE PAYMENTS EXCHANGE | |
| Serial Number: | 85685555 | HPX | |
| Serial Number: | 85685496 | VERUS | |
| Serial Number: | 85501011 | | |
| Serial Number: | 85501008 | EMPOWERING THE HEALTHCARE ECONOMY | |
| Registration Number: | 2991313 | PAYSPAN | |
| Registration Number: | 2382127 | PAYFORMANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |

CH \$265.00 85685464

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

Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 036703-1572 PAYFORMANCE |
| NAME OF SUBMITTER: | Erin O'Brien |
| Signature: | /Erin O'Brien/ |
| Date: | 12/06/2012 |

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2012 by and between COMERICA BANK ("Bank") and PAYSPAN, INC., a Delaware corporation, formerly known as Payformance Corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and PAYSPAN HOLDING CORP. (collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower 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). Bank is willing to make the Loans to Borrower, but only upon 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.

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

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Bank, 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 Collateral (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.

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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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:

Address of Grantor:

7751 Belfort Parkway, Suite 200
Jacksonville, FL 32258

Attn:

PAYSPAN, INC.

By: 

Title: Kevin Arner, CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____

Title: _____

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:

Address of Grantor:

7751 Belfort Parkway, Suite 200
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Attn:

PAYSPAN, INC.

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____
Title: _____


A handwritten signature in black ink is written over the signature line. To the right of the signature, the initials "VP" are written in black ink.

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

None.

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent / Application Number</u> | <u>Issue / Application Date</u> |
|--|--|-------------------------------------|
| Check based online payment and verification system and method | 7,069,250 | 06/27/06 |
| Check authorization system and method | 7,006,632 | 02/28/06 |
| Self-authenticating negotiable documents | 6,170,744 | 01/09/01 |
| Customizable payment and method | 12/816,896 | 06/16/10 |
| Systems and methods for facilitating healthcare cost remittance, adjudication, and reimbursement processes | 12/572,887 | 10/02/09 |
| System and methods for automated payment for health care services utilizing health savings accounts | 11/648,900 | 01/03/07 |
| Creating counterfeit-resistant self-authenticating documents using cryptographic and biometric techniques | 09/987,009 | 11/13/01 |
| Check based online payment and verification system and method | 09/976,056 | 10/15/01 |
| Check authorization system and method | 7,752,136 | 07/06/10 |
| Check authorization system and method | 7,747,530 | 06/29/10 |
| Customizable payment system and method | 11/352,407 | 02/13/06 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|-----------------------------------|--|---|
| SUNESIS | 85/685,464 | 07/24/12 |
| XPRESSPAY NETWORK | 85/663,454 | 06/27/12 |
| XPN | 85/663,443 | 06/27/12 |
| HEALTHCARE PAYMENTS EXCHANGE | 85/685,573 | 07/24/12 |
| HPX | 85/685,555 | 07/24/12 |
| VERUS | 85/685,496 | 07/24/12 |
| (DESIGN) | 85/501,011 | 12/21/11 |
| EMPOWERING THE HEALTHCARE ECONOMY | 85/501,008 | 12/21/11 |
| PAYSPAN | 2,991,313 | 09/06/05 |
| PAYFORMANCE | 2,382,127 | 09/05/00 |