

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
Verifi, Inc.		06/12/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brightwood Capital SBIC I, LP		
Street Address:	1540 Broadway, 23rd Floor		
Internal Address:	c/o Brightwood Capital Advisors, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3529875	PEACE OF MIND	
Registration Number:	4116332	INTELLIGENCE	
Registration Number:	3574237	MERCHANT CO-OP	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-837-6847		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	031887-00006		

OP \$90.00 3529875

NAME OF SUBMITTER:	Natasha N. Reed
Signature:	/Natasha N. Reed/
Date:	06/26/2013
Total Attachments: 6 source=Notice of Grant of Security Interest - executed#page1.tif source=Notice of Grant of Security Interest - executed#page2.tif source=Notice of Grant of Security Interest - executed#page3.tif source=Notice of Grant of Security Interest - executed#page4.tif source=Notice of Grant of Security Interest - executed#page5.tif source=Notice of Grant of Security Interest - executed#page6.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS dated as of June 12, 2012 (this “**Notice**”) is made by Verifi, Inc., a California corporation (“**Grantor**”), in favor of Brightwood Capital SBIC I, LP, a Delaware limited partnership (“**Secured Party**”).

WHEREAS, Grantor is the owner of (x) the trademarks and service marks set forth on Schedule 1, including the associated registrations and applications for registration set forth on Schedule 1 (collectively, the “**Trademarks**”) and (y) the patents set forth on Schedule 2, including the associated registrations and applications of registration set forth on Schedule 2 (collectively, the “**Patents**”);

WHEREAS, pursuant to the Security Agreement, dated as of June 12, 2013 between Grantor and Secured Party (the “**Agreement**”), Grantor irrevocably granted to Secured Party a security interest in, and lien on, certain intellectual property owned by Grantor, including Grantor Intellectual Property (as defined in the Agreement);

WHEREAS, pursuant to the Agreement, Grantor agreed to take all actions reasonably necessary or as reasonably requested by Secured Party to create, confirm or preserve the security interest granted pursuant to the Agreement in Grantor Intellectual Property;

WHEREAS, (x) the Trademarks, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the “**Trademark Collateral**”) and (y) the Patents and all products and proceeds of the Patents (collectively, the “**Patent Collateral**”) constitute Grantor Intellectual Property;

WHEREAS, Grantor has all necessary right, title and interest to grant Secured Party a security interest in the Trademark Collateral and the Patent Collateral; and

WHEREAS, Secured Party deems it necessary, and Grantor has agreed, to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “**PTO**”) to confirm, evidence and perfect the security interest in the Trademark Collateral and Patent Collateral granted pursuant to the Agreement.

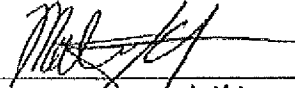
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, Grantor hereby grants, assigns and conveys to Secured Party a security interest in, and lien on, the Trademark Collateral and the Patent Collateral, in each case, now existing or hereafter acquired.

Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and the Patent Collateral and to grant the same to Secured Party, and Grantor hereby requests the PTO file and record the same together with the annexed Schedule 1 and Schedule 2.

Grantor hereby acknowledges and agrees that the security interest in the Trademark Collateral and the Patent Collateral may only be terminated in accordance with the terms of the Agreement.

Grantor has caused this Notice of Grant of Security Interest to be duly executed and notarized, with effect as of the date first written above.

VERIFI, INC.

By: 
Name: MATTHEW KATZ
Title: CEO

Verm
SAC 8C/SA
Legal 6/12/13

State of California)
County of Los Angeles)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

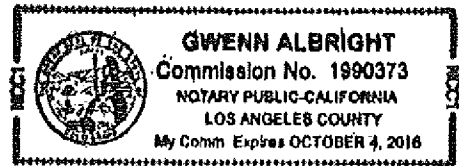
On 6-12-13 before me, Gwenn Albright, Notary Public,
(here insert name and title of the officer)
personally appeared Matthew Katz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/ executed the same in his/hers/their/ authorized capacity(ies), and that by his/hers/their/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwenn Albright



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Notice of Grant of Security Interest in Trademarks and Patents containing 2 pages, and dated 6-12-13

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) CEO Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Schedule 1

Trademarks

Mark	Type of Mark	Serial #	Registration #	Registration Date
Peace of Mind	Trademark & Service Mark	77259384	3529875	11-Nov-08
Intelligence	Service Mark	77923028	4116332	20-Mar-12
Merchant Co-Op	Services Mark	77257994	3574237	10-Feb-09

Schedule 2

Patents

UNITED STATES PATENTS:

Application Number	Patent Number	National/Actual Filed Date	Application Title	Inventor(s)
11/906,441	7,761,380	09/28/07	SYSTEM AND METHOD FOR AUTHENTICATING A PAYMENT INSTRUMENT TRANSACTION ORIGINATING FROM A NON-INTERNET CHANNEL	Katz, Matthew
PCT/US2007/020917	N/A	09/28/07	METHOD AND SYSTEM FOR CONVERTING MAIL ORDER/TELEPHONE ORDER TRANSACTIONS INTO E-COMMERCE TRANSACTIONS	Katz, Matthew
12/343,195	7,941,352	12/23/08	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
PCT/US2009/067385	N/A	12/09/09	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
13/104,907	8,275,705	05/10/11	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
09796884.6	N/A	07/15/11	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
61/650,970	N/A	05/23/12	METHOD AND SYSTEM FOR ONLINE WAGERING COMPLIANCE	Katz, Matthew Sawitke, Jeffrey
13/624,834	7,941,352	09/21/12	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory

OTHER PATENTS:

Application Number	Patent Number	National/Actual Filed Date	Application Title	Inventor(s)
09796884.6	N/A	07/15/11	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
2009330444	N/A	7/12/2011	METHOD AND SYSTEM FOR CONVERTING MAIL ORDER/TELEPHONE ORDER TRANSACTIONS INTO E-COMMERCE TRANSACTIONS	Katz, Matthew Capoccia, Cory
MX/a/2011/006898	N/A	06/23/11	METHOD AND SYSTEM FOR CONVERTING MAIL ORDER/TELEPHONE ORDER TRANSACTIONS INTO E-COMMERCE TRANSACTIONS	Katz, Matthew Capoccia, Cory
PI0923818-2	N/A	6/24/2011	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
2052-2011	N/A	8/23/2011	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory
2748254	N/a	6/23/2011	SYSTEM AND METHOD FOR PROVIDING DISPUTE RESOLUTION FOR ELECTRONIC PAYMENT TRANSACTIONS	Katz, Matthew Capoccia, Cory