

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSZAP, INC.		02/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3955268	AFEWORKS	
Registration Number:	3944699	CDEXML	
Registration Number:	2777485	CHECKSTUB CONNECT	
Registration Number:	2777484	JIB CONNECT	
Registration Number:	3786369	JIBXML	
Registration Number:	2588974	OILDEX	
Registration Number:	2700160	OILDEX CONNECT	
Registration Number:	2845838	PETRO CONNECT	
Registration Number:	2693736	PETROXML	
Serial Number:	86109974	REVENUEWORKS	
Registration Number:	2961837	SPENDWORKS	
Registration Number:	2931028	TRANSZAP	
Registration Number:	3336981	TRENDX	
Registration Number:	2631443	VENDOR CONNECT	

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F148581

NAME OF SUBMITTER:

ANDREW NASH

Signature:

/ANDREW NASH/

Date:

02/21/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of February 20, 2014, is entered into by and between TRANSZAP, INC., a Delaware corporation (the “Grantor”), and SILICON VALLEY BANK (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of February 20, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of February 20, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

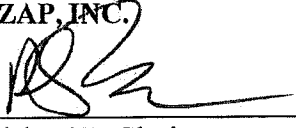
By: Michael Willard
Name: Michael Willard
Title: Director

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Michael Willard
Facsimile No.: (650) 320-0016
Email: mwillard@svb.com

GRANTOR:

TRANSZAP, INC.

By: 
Name: Richard D. Slack
Title: President and Chief Executive Officer

Address of Grantor:

633 17th Street, Suite 2000
Denver, CO 80202
Attn:
Facsimile No.:
Email:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005221 FRAME: 0823

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Application No.	PTO File Date	Registration No.	Registration Date
AFEworks	77618120	11/19/2008	3955268	5/3/2011
CDEXML	77483814	5/27/2008	3944699	4/12/2011
Checkstub Connect	76420727	6/12/2002	2777485	10/28/2003
JIB Connect	76420726	6/12/2002	2777484	10/28/2003
JIBXML	77483852	5/27/2008	3786369	5/4/2010
Oildex	75735586	7/21/1999	2588974	7/2/2002
Oildex Connect	76420729	6/12/2002	2700160	3/25/2003
Petro Connect	76420725	6/12/2002	2845838	5/25/2004
PETROXML	76017742	3/16/2000	2693736	3/4/2003
RevenueWorks	86109974	11/4/2013		
Spendworks	76564316	11/24/2003	2961837	6/14/2005
Transzap	75735589	7/21/1999	2931028	3/8/2005
TrendX	78842820	3/21/2006	3336981	11/13/2007
Vendor Connect	76343639	11/28/2001	2631443	10/2/2002