

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298507

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EPAY SYSTEMS, INC.	FORMERLY American EPS, Inc.	03/13/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4072715	EPAY SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305983-1122 EPAY		
<b>NAME OF SUBMITTER:</b>	ERIN O'BRIEN		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	03/18/2014		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 13, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and EPAY SYSTEMS, INC., a Delaware corporation formerly known as American EPS, Inc. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 13, 2014 «Date»(as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

EPAY SYSTEMS, INC.

By: Frank Ruffolo

Name: FRANK RUFFOLO

Title: CEO

Address for Notices:

Attn: Frank Ruffolo, CEO  
8430 W. Bryn Mawr Ave., Suite 450  
Chicago, IL 60631  
Fax: 224-207-0111

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: Justin Horner

Name: JUSTIN HORNER

Title: AVP- RELATIONSHIP MANAGER

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681





EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>	<u>Application Date</u>
Biometric multi-purpose terminal, payroll and work management system and related methods	7,229,013	10/894,498	Issued	06/12/07	07/20/04
Multi-purpose terminal, payroll and work management system and related methods	6,764,013	10/183,767	Issued	07/20/04	08/27/02
Biometric multi-purpose terminal, payroll and work management system and related methods		11/761,938	Abandoned		06/12/07
Biometric multi-purpose biometric terminal, payroll and work management system and related methods		13/275,120	Abandoned		11/20/08
Method and apparatus for work management		13/251,485	Pending		10/03/11
Method and apparatus for hiring workers		14/043,801	Pending		10/1/13