

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 24, 2014 by and between SILICON VALLEY BANK ("Bank") and BILLFLOAT, INC. ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations 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 the Effective Date (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). Under the Loan Agreement, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

TRADEMARK

REEL: 005256 FRAME: 0260

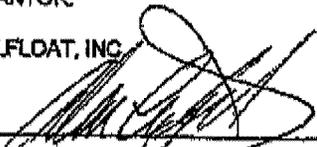
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

417 Montgomery Street, Suite 500
San Francisco, CA 94104
Attn: CEO

GRANTOR:

BILLFLOAT, INC.

By: 

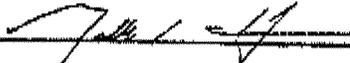
Title: VP Finance

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Sara Galatolo

BANK:

SILICON VALLEY BANK

By: 

Title: BRANCH MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

NONE

Patent Applications

Description	Application Number
System FOR DECISIONING GIVING MORE TIME TO PAY A BILL	13/091,348
System FOR DECISIONING GIVING MORE TIME TO PAY A BILL	61/331,172
System FOR COLLECTORLESS COLLECTIONS	13/106,520
System FOR COLLECTORLESS COLLECTIONS	61/345,519
System FOR APPLYING SPLIT PAYMENTS TO PAY A BILL AND FOR ENSURING PAYMENTS	13/307,475
System FOR APPLYING SPLIT PAYMENTS TO PAY A BILL AND FOR ENSURING PAYMENTS	61/418,968
System FOR DETERMINING TO ISSUE A VOUCHER	13/233,903

EXHIBIT C

Trademarks

Description	Registration Number
BillFloat	4183085
BillFloat (Stylized/Design)	4240752
MoreTime2Pay	4475127
SmartBiz	4475356
Smartline Powered by BillFloat	4406671
Smartline Powered by BillFloat (Stylized/Design)	4406791
SmartPay Powered by BillFloat	4434862

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE