

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302509

<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>
PAYSPAN, INC.		04/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85902707	PATIENT CENTERED FINANCIAL HOME	
<b>Serial Number:</b>	85902703	PROVIDER CENTERED FINANCIAL HOME	
<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>	036703-1572 PAYSPAN		
<b>NAME OF SUBMITTER:</b>	ERIN O'BRIEN		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	04/24/2014		
<b>Total Attachments: 6</b>			
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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (the "Restated IPSA") is entered into as of April 10, 2014 by and between COMERICA BANK ("Bank") and PAYSPAN, INC., a Delaware corporation ("Grantor").

**RECITALS**

- A. Grantor, Payspan Holding Corp. and XPN, LLC (collectively, "Borrowers") and Bank are parties to that certain Loan and Security Agreement dated as of November 30, 2012, as amended from time to time (the "Original Loan Agreement"). Borrowers and Bank wish to amend and restate the terms of the Original Agreement pursuant to that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Restated Loan Agreement"; capitalized terms used herein are used as defined in the Restated Loan Agreement).
- B. In connection with the Original Loan Agreement, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of November 30, 2012 (the "Original IPSA"). In connection with the Restated Loan Agreement, Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms of this Restated IPSA. Bank is willing to enter into the Restated Loan Agreement, 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 Borrowers under the Restated Loan Agreement.
- C. Pursuant to the terms of the Restated 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 Restated Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure Borrowers' obligations under the Restated Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers 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 Restated 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 Restated 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 Restated 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 Restated IPSA, the Restated 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 Restated IPSA 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 Amended and Restated 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:

Two Ravinia Drive, Suite 1710  
Atlanta, GA 30346

Attn: Reese C. Porter

PAYSPAN, INC.

By:  CEO  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

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

Attn: Livonia Operations Center

COMERICA BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_



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.

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**GRANTOR:**

Address of Grantor:

Two Ravinia Drive, Suite 1710  
Atlanta, GA 30346

Attn: Reese C. Porter

**PAYSPAN, INC.**

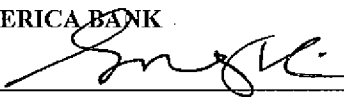
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

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

Attn: Livonia Operations Center

**COMERICA BANK**  
By:  \_\_\_\_\_  
Title: SVP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**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
Medical payment system with delayed settlement	12/235,786	09/22/08
Customizable payment system and method	13/674,721	11/12/12

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
MPAY	3,459,497	07/01/08
PATIENT CENTERED FINANCIAL HOME	85/902,707	04/12/13
PROVIDER CENTERED FINANCIAL HOME	85/902,703	04/12/13