

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCULLINK, INC.		03/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77739971	RT2GIVE	
Serial Number:	77739969	RT2GET	
Serial Number:	77739965	RT2BUY	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Dr.		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-ACCULLINK (TMS)		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	10/15/2014		
Total Attachments: 9			
source=SVB_Accullink_IPSA_as filed 10-14-2014#page1.tif			
source=SVB_Accullink_IPSA_as filed 10-14-2014#page2.tif			

OP \$90.00 77739971

source=SVB_Accullink_IPSA_as filed 10-14-2014#page3.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page4.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page5.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page6.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page7.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page8.tif
source=SVB_Accullink_IPSA_as filed 10-14-2014#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ACCULLINK, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Payleap, Inc. 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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

1. Grant of Security Interest. 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

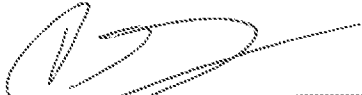
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

ACCULLINK, INC.


By: Ashish Bahl
Title: CEO

BANK:

SILICON VALLEY BANK

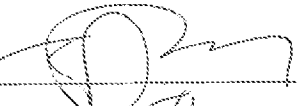

By: Thomas Armstrong
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR SECURELY TRANSFERRING PERSONAL IDENTIFIERS	13252884	10/04/2011
	20130086382	04/04/2013
SECURE KEY ENTRY USING A GRAPHICAL USER INTERFACE	09874274	06/06/2001
	US20020188872	12/12/2002
SYSTEM AND METHODS FOR PROCESSING PIN-AUTHENTICATED TRANSACTIONS	10264762	10/04/2002
	US20040044739	03/04/2004
ONLINE ATM TRANSACTION WITH DIGITAL CERTIFICATE	10375290	02/27/2003
	US20050085931	04/21/2005
METHOD AND SYSTEM FOR LOTTERY TRANSACTIONS OVER AN OPEN NETWORK	11005499	12/04/2004
	US20050153779	07/14/2005
SYSTEM AND METHOD FOR ELECTRONIC CHECK VERIFICATION OVER A NETWORK	11241862	10/01/2005
	US20060136332	06/22/2006
CLIENT SYSTEM VALIDATION BY NETWORK ADDRESS AND ASSOCIATED GEOGRAPHIC LOCATION VERIFICATION	09874261	06/06/2001
	US20020188842	12/12/2002
METHOD AND SYSTEM OF AUTHENTICATION ON AN OPEN NETWORK	11/241,870	10/01/2005
	US20060123465	06/08/2006
SECURE DATA ENTRY AND VISUAL AUTHENTICATION SYSTEM AND METHOD	6,209,104	3/27/2001
SECURE PIN MANAGEMENT	7,526,652	4/28/2009
SYSTEM AND METHOD OF SECURE INFORMATION TRANSFER	7,387,240	6/17/2008
SYSTEMS AND METHODS FOR SECURE PIN-BASED TRANSACTIONS VIA A HOST BASED PIN PAD	12/164,837	6/30/2008
	US20090327114	12/31/2009
PERSONALIZATION DATA CREATION OR MODIFICATION SYSTEMS AND METHODS	12/575,710	10/08/2009
	US2110087591	04/14/2011
SYSTEMS AND METHODS FOR PROTECTING ACCOUNT IDENTIFIERS IN FINANCIAL TRANSACTIONS	13157050	06/09/2011
	US20120317018	12/13/2012
SYSTEMS AND METHODS FOR AUTHENTICATING NEAR FIELD COMMUNICATION FINANCIAL TRANSACTIONS	13185079	07/18/2011
	20130020389	01/24/2013
ACCOUNT-TO-ACCOUNT TRANSFERS	13951713	07/26/2013
	US20140032414	01/30/2014

SYSTEMS AND METHODS FOR INITIATING FINANCIAL
TRANSACTIONS BASED ON MESSAGE REPOSTS IN SOCIAL
NETWORKS

12961277

12/06/2010

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ATM Direct	3,357,554	12/18/2007
PAYSECURE	3,718,994	12/01/2009
RT2GIVE	77739971	05/19/2009
RT2GET	77739969	05/19/2009
RT2BUY	77739965	05/19/2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE