

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333665

<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>
Yapstone, Inc.		02/27/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bregal Investments, Inc.		
<b>Street Address:</b>	277 Park Avenue		
<b>Internal Address:</b>	29th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10172		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4567665	POWERING PAYMENTS	
<b>Registration Number:</b>	4285207	PARISHPAY	
<b>Registration Number:</b>	3461316	PAYMERICA	
<b>Registration Number:</b>	3422600	PROPERTYBRIDGE	
<b>Registration Number:</b>	3422601	PROPERTY BRIDGE	
<b>Registration Number:</b>	3422602	PARKINGBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	erobinson@hunton.com		
<b>Correspondent Name:</b>	Brandon Van Balen - Hunton & Williams		
<b>Address Line 1:</b>	600 Peachtree Street, Suite 4100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	84176.000002		
<b>NAME OF SUBMITTER:</b>	Brandon Van Balen		
<b>SIGNATURE:</b>	/Brandon Van Balen/		
<b>DATE SIGNED:</b>	03/02/2015		

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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### (Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 27, 2015, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Bregal Investments, Inc., as Investor Representative for the Investors (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of February 27, 2015 (as amended, restated or otherwise modified from time to time, the "NPA") by and among Yapstone, Inc. ("Borrower"), the Investors (as defined in the NPA) from time to time signatory thereto and Secured Party, the Investors (as defined in the NPA) have agreed, subject to the satisfaction of certain terms and conditions, to purchase Notes (as defined in the NPA) from the Borrower, as provided therein; and

B. WHEREAS, in connection with the NPA, the Debtors have executed and delivered that certain Security Agreement, dated as of February 27, 2015, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the purchase of the Notes (as defined in the NPA) under the NPA, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the NPA).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Investors to purchase Notes (including the Initial Note) from the Borrower pursuant to the NPA, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all Trademark Licenses with a Debtor and other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the Trademark Licenses listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case,

to the terms of such Trademark Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, all trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, together with all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof;

(c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any item described in clauses (a) or (b) above;

(d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any item described in (a), (b) or (c) above, including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof or for breach or enforcement of any Trademark License;

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

(f) all rights corresponding to the foregoing and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens (as defined in the NPA) established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the NPA and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the NPA, provided that the requisite Investors under such NPA shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Investors in accordance with the NPA.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Note Document (as defined in the NPA) executed pursuant to the NPA and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the NPA.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Intercreditor Agreement. Anything herein to the contrary notwithstanding, this Agreement, the Liens and security interests securing the Obligations evidenced by this Agreement and the other Note Documents, the exercise of any right or remedy with respect thereto, and certain of the rights of the Investor Representative and Investors are subject to the provisions of that certain Subordination and Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Subordination and Intercreditor Agreement"), by and between Comerica Bank as senior agent for certain lenders, and Bregal Investments, Inc., as subordinated agent for certain investors. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and this Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

YAPSTONE, INC.

By: 

Name:

DAVIDESS

Title:

VP, Corporate Development

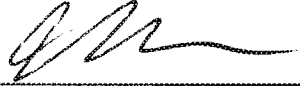
SECURED PARTY:

BREGAL INVESTMENTS, INC.

By: 

Name: Ronald Fishman

Title: Treasurer

By: 

Name: Michelle Riley

Title: Secretary

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**US TRADEMARKS**

<i>Mark</i>	<i>App. No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
YAPSTONE	86/137544	12/6/13	(pending)		YapStone, Inc.
POWERING PAYMENTS	86/133127	12/2/13	4,567,665	7/15/14	
PARISHPAY	85/575290	3/21/12	4,285,207	2/5/13	
PAYMERICA	77/317738	10/31/07	3,461,316	7/8/08	
PROPERTYBRIDGE	77/268807	8/30/07	3,422,600	5/6/08	
PROPERTY BRIDGE	77/268810	8/30/07	3,422,601	5/6/08	
PARKINGBRIDGE	77/268814	8/30/07	3,422,602	5/6/08	

**EU TRADEMARKS**

<i>Mark</i>	<i>App. No.</i>	<i>International Registration No.</i>	<i>Filing Date</i>	<i>Registration Status</i>	<i>Owner</i>
YAPSTONE	86/137544	(pending)	6/4/14	(pending)	YapStone, Inc.
POWERING PAYMENTS	86/133127	1232404	5/30/14	4567665	YapStone, Inc.