

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ingo Money, Inc.		02/20/2015	CORPORATION: GEORGIA
Fuze Network, Inc.		02/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Capital Partners III, L.P.		
Street Address:	2330 W. Joppa, Suite 340, The Foxleigh Building		
City:	Lutherville		
State/Country:	MARYLAND		
Postal Code:	21093		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85927729	FUZE MONEY	
Registration Number:	4413663	FUZE RECHARGE NETWORK	
Registration Number:	4028772	WHERE2PAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2027762335		
Email:	jturk@cooley.com		
Correspondent Name:	Jon Turk		
Address Line 1:	1299 Pennsylvania Ave NW Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Jon Turk		
SIGNATURE:	/Jon Turk/		
DATE SIGNED:	03/12/2015		
Total Attachments: 4			
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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "*Amendment*") dated as of February 20, 2015 is hereby attached to and made a part of that certain Intellectual Property Security Agreement (as amended, the "*IP Security Agreement*") dated November 12, 2014, by and among INGO MONEY, INC., a Georgia corporation ("*Ingo*"), and FUZE NETWORK, INC., a Delaware corporation ("*Fuze*"; and each of Fuze and Ingo, jointly and severally, individually and collectively, "*Grantor*"; and (ii) SPRING CAPITAL PARTNERS III, L.P., a Delaware limited partnership (together with its successors and assigns, "*Secured Party*").

RECITALS

WHEREAS, Grantor and Secured Party desire to amend the IP Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

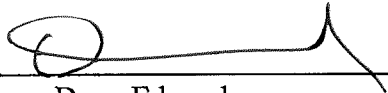
1. **Definitions.** Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the IP Security Agreement.
2. **Amendments to IP Security Agreement.** Exhibit C of the IP Security Agreement is hereby amended by adding to such exhibit the information contained on Exhibit C attached hereto.
3. **Ratification; No Novation.** Grantor hereby ratifies and confirms all obligations and liabilities under the IP Security Agreement as the same may be amended and modified by this Amendment. Other than as set forth in this Amendment, all of the terms and conditions of the IP Security Agreement shall continue in full force and effect. The parties agree that it is their intention that nothing in this Amendment shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish any of the obligations or liabilities of the parties under the provisions of the IP Security Agreement.
4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Grantor, Secured Party and each their respective successors and assigns.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument. Facsimile signatures shall be considered binding on the parties.

[Signature Page Follows]

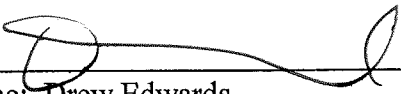
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to IP Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

INGO MONEY, INC.,
a Georgia corporation

By: 
Name: Drew Edwards
Title: Chief Executive Officer

FUZE NETWORK, INC.,
a Delaware corporation

By: 
Name: Drew Edwards
Title: Chief Executive Officer

SECURED PARTY:

SPRING CAPITAL PARTNERS III, L.P.

By: **Spring Capital Investors III, LLC,**
its General Partner

By: _____
Name: Peter B. Orthwein, Jr.

Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to IP Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

INGO MONEY, INC.,
a Georgia corporation

By: _____
Name: Drew Edwards
Title: Chief Executive Officer

FUZE NETWORK, INC.,
a Delaware corporation

By: _____
Name: Drew Edwards
Title: Chief Executive Officer

SECURED PARTY:

SPRING CAPITAL PARTNERS III, L.P.

By: **Spring Capital Investors III, LLC,**
its General Partner

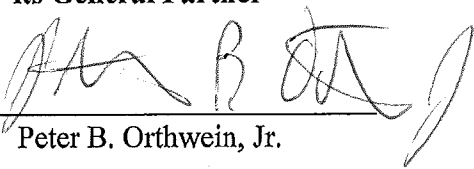
By: 
Name: Peter B. Orthwein, Jr.
Title: Member

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/A pplication Date</u>
FUZE MONEY	85/927729	May 9, 2013
FUZE RECHARGE NETWORK	4413663	Oct. 8, 2013
WHERE2PAY	4028772	Sept. 20, 2011