

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336495

<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>
CHECKVIEW CORPORATION		03/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Private Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1784455	ALARMEX	
<b>Registration Number:</b>	1985189	CLARITY	
<b>Registration Number:</b>	2158308	PASSPORT	
<b>Registration Number:</b>	2242604	CLARITY CONCEPT	
<b>Registration Number:</b>	3735087	CHECKVIEW	
<b>Registration Number:</b>	4519526	PROGRAM OVERSITE	
<b>Registration Number:</b>	4550662	INVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102318311		
<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>Phone:</b>	(310) 312-3750		
<b>Email:</b>	skb@msk.com		
<b>Correspondent Name:</b>	S. Bevins/Mitchell Silberberg & Knupp		
<b>Address Line 1:</b>	11377 West Olympic Boulevard		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064-1683		
<b>ATTORNEY DOCKET NUMBER:</b>	CHECKVIEW		
<b>NAME OF SUBMITTER:</b>	Evan M. Kent		
<b>SIGNATURE:</b>	/EMK012362/		

OP \$190.00 1784455

<b>DATE SIGNED:</b>	03/27/2015
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**Total Attachments: 6**

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**Memorandum of Security Interest in Trademarks**

CHECKVIEW CORPORATION, a Delaware corporation, whose address is 150 Iverify Drive, Charlotte, North Carolina 28217 (“Checkview”), does hereby grant to THE PRIVATEBANK AND TRUST COMPANY in its capacity as Lender under the “Loan Agreement” (as defined below), whose address is 120 South LaSalle Street, Chicago, Illinois 60603 (“Lender”), pursuant to a Second Amended and Restated Loan Agreement dated as of May 30, 2014, by and between Iverify.US Inc., a Delaware corporation, other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, and Lender as amended by the First Amendment thereto, dated as of March 23, 2015 (as hereinafter amended, modified, supplemented and/or restated the “Loan Agreement”), a security interest in all of Checkview’s right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the “Trademarks”), and (iii) all actions for past, present or future infringement concerning the foregoing.

Checkview agrees that if any individual, corporation, limited liability company, partnership or other entity (such a “Person”) shall do or perform any acts which Lender believes to constitute an infringement of any Trademark, or violate or infringe any rights of Checkview in any Trademark, then and in any such event, upon, and during the continuance of, an “Event of Default” (as defined in the Loan Agreement) Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Checkview or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Loan Agreement and in certain other “Loan Documents” (as defined in the Loan Agreement). The security interest granted hereby secures the complete payment and performance when due of the “Borrowers Obligations” and the “Loan Guarantors Obligations” (as these terms are defined in the Loan Agreement). Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Lender may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an “Event of Default” (as defined in the Loan Agreement), Lender may exercise all rights and remedies described in the Loan Documents, and Checkview hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Checkview’s true and lawful attorney-in-fact, with power (upon Lenders notice to Checkview of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law,

Checkview hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Lender shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

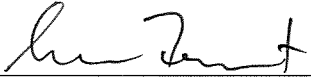
This document, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 23<sup>rd</sup> day of March, 2015.

**“Checkview”**

CHECKVIEW CORPORATION

By:   
Name: Sean Forrest  
Title: Chief Executive Officer

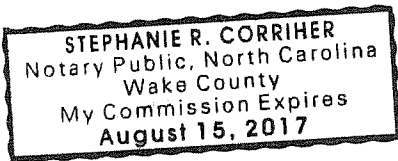
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF North Carolina

COUNTY OF Wake

Subscribed and sworn to (or affirmed) before me on March 23, 2015, by

Sean Forrest, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

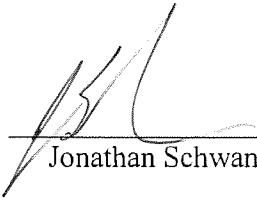


Place Notary Seal Above

Stephanie R. Corriher  
Signature of Notary Public

**“Lender”**

THE PRIVATEBANK AND TRUST  
COMPANY

By:  \_\_\_\_\_  
Jonathan Schwan, Managing Director

[Signature Page 2 of 2 to Memorandum of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005487 FRAME: 0333**

**SCHEDULE A**

<b><u>Trademark/Service Mark</u></b>	<b><u>Jurisdiction of Registration</u></b>	<b><u>Registration Number</u></b>	<b><u>US Serial Number / Canadian Applic. Number</u></b>
ALARMEX	United States	1784455	74329478
CLARITY	United States	1985189	74626916
PASSPORT	United States	2158308	75190288
CLARITY CONCEPT	United States	2242604	75386304
CheckView	United States	3735087	77615452
PROGRAM OVERSIGHT	United States	4519526	86092550
INVIEW	United States	4550662	86062352
CheckView	Canada	TMA812785	1419678
Checkview	Canada	TMA765674	1283866
PROGRAM OVERSIGHT	Canada	Pending	1649286