

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APRIVA, LLC		04/29/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3051594	SENSA	
Registration Number:	3921605	APRIVA	
Registration Number:	3796438	APRIVA	
Registration Number:	3301102	APRIVA	
Registration Number:	2725130	APRIVA	
Registration Number:	2716275	APRIVA	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001618		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		

CH \$165.00 3051594

DATE SIGNED:

04/30/2015

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of April 29, 2015 by and between SILICON VALLEY BANK ("Bank") and APRIVA, LLC, an Arizona limited liability company ("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 among Bank, Grantor, APRIVA ISS, LLC, an Arizona limited liability company, and APRIVA SYSTEMS, LLC, an Arizona limited liability company dated as of the date hereof (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.

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:

APRIVA, LLC

By: 
Name: DAVID RICCIARDI
Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: 
Name: Derek Hester
Title: Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
None Identified		

EXHIBIT B

Patents

Description	Application Number	Registration Number
Method and System for Securing Data from an External Network to a Non Point of Sale Device		8732813 (05/20/2014)
System and Method for Facilitating Secure Voice Communication Over a Network		8638716 (01/28/2014)
Method and System for Employing a Fixed IP Address Based Encryption Device in a Dynamic IP Address Based Network		8627061 (01/07/2014)
(Prov. Pat. App.)	61091671	
Method and System for Communicating Fixed IP Address Based Voice Data in a Dynamic IP Address Based Network Environment		8437322 (05/07/2013)
Method and System for Communicating Fixed IP Address Based Voice Data in a Dynamic IP Address Based Network Environment		8437321 (05/07/2013)
System and Method for Registration for Application Program Deployment		8295835 (10/23/2012)

Description	Application Number	Registration Number
(Prov. Pat. App.)	60181416	
System and Method for Registration for Application Program Deployment		8295834 (10/23/2012)
System and Method for Developing an Application Program for Wireless Devices		7962137 (06/14/2011)
System and Method for Deploying Application Program Components Having an Application Server		7822410 (10/26/2010)
System and Method for Deploying Application Programs		7817981 (10/19/2010)
System and Method for Deploying Application Program Components Having an Application Server		7286815 (10/23/2007)
System and Method for Deploying Application Programs Having a Browser		7254390 (08/07/2007)
System and Method for Deploying Application Program Components Having a Service Sector		7203485 (01/10/2007)

Description	Application Number	Registration Number
System and Method for Deploying Application Programs		7203477 (04/10/2007)
Communication Systems, Components, and Methods Operative with Programmable Wireless Devices		6934532 (08/23/2005)
System and Method For Registration for Application Program Deployment	13657523 (10/22/2012)	
System and Method for Secure Provision of Customer Data in a Loyalty Program	13311927 (12/06/2011)	
System and Method for Secure Marketing of Customer Data in a Loyalty Program	13311937 (12/06/2011)	
System and Method for Secure Management of Customer Data in a Loyalty Program	13290740 (11/07/2011)	
System and Method for Authenticating Electronic Transaction Instruments	13290759 (11/07/2011)	
Method and System for Enrolling a Customer in a Loyalty Campaign Based on a Mobile Identifier	13654178 (10/17/2012)	

Description	Application Number	Registration Number
Rule Based Selection of a Transaction Instrument in a Loyalty Campaign	13654207 (10/17/2012)	
Method and System for Obtaining Customer Selection of a Transaction Instrument in a Loyalty Campaign	13654203 (10/17/2012)	
Method and System for Enrolling a Customer in a Loyalty Campaign with a Shareable Benefit	13654211 (10/17/2012)	
Method and System for Anonymously Enrolling a Customer in a Loyalty Campaign	13654172 (10/17/2012)	
Method and System for Enrolling a Customer in a Loyalty Campaign Based on a Transaction Instrument	13654170 (10/17/2012)	
Method and System for Adding a Transaction Instrument to a Loyalty Campaign	13654187 (10/17/2012)	
Method and System for Adding a Merchant to a Loyalty Campaign	13654210 (10/17/2012)	
Device and System for Facilitating Communication and Networking within a Secure Mobile Environment	13090086 (04/19/2011)	

Description	Application Number	Registration Number
System and Method for Developing an Application Program for Wireless Devices		8918095 (12/23/2014)
System and Device for Facilitating a Transactin by Consolidating SIM, Personal Token, and Associated Applications for Electronic Wallet Transactions	13045936 (03/11/2011)	
System and Device for Facilitating Mobile Enrollment and Participation in a Loyalty Campaign	12977866 (12/23/2010)	
Method and System for Securing Pin Entry on a Mobile Payment Device Utilizing a Locked Buffer	13396967 (02/15/2012)	
Method and System for Securing Pin Entry on a Mobile Payment Device by Disabling Tone Emissions	13397114 (02/15/2012)	
System and Method for Consolidating Network, Identification and Transaction Functions on a Communication Device	13325256 (12/14/2011)	
System and Method for Consolidating Identification and Transaction Functions on a Communication Device	13325247 (12/14/2011)	
(Prov. Pat. App.)	61254527	

Description	Application Number	Registration Number
System and Method for Consolidating Network and Transaction Functions on a Communication Device	13325231 (12/14/2011)	
System and Method for Consolidating Network and Identification Functions on a Communication Device	13325205 (12/14/2011)	
System and Device for Facilitating a Transaction Through use fo a Proxy Account Code	12982228 (12/30/2010)	
System and Device for Consolidating SIM, Personal Token, and Associated Applications for Electronic Wallet Transactions	12982271 (12/30/2010)	
System and Device for Consolidating SIM, Personal Token, and Associated Applications for Transmission of Sensitive Data	12982285 (12/30/2010)	
System and Device for Facilitating a Secure Transaction with a Validated Token	12982241 (12/30/2010)	
System and Device for Consolidating SIM, Personal Token, and Associated Applications for Selecting a Transaction Settlement Entity	12982300 (12/30/2010)	
System and Device for Facilitating Remote Invocation of Personal Token Capabilities	12982313 (12/30/2010)	

Description	Application Number	Registration Number
System and Method for Facilitating a Wireless Transaction by Consolidating SIM, Personal Token, and Associated Applications	12982211 (12/30/2010)	
System and Method for Secure Management of Customer Data in a Loyalty Program	PCT US2012063718	
System and Method for Authenticating Electronic Transaction	PCT US2012063713	
Device and System for Facilitating Communication and Networking Within a Secure Mobile Environment	PCT US2012034042	
System and Device for Facilitating a Transaction by Consolidating SIM, Personal Token, and Associated Applications for Electronic Wallet Transactions	PCT US2012028540	
System and Method for Dynamic Configuration of Session Layer Retry Logic Based on Signal Quality	PCT US2011034901	
Communication Systems, Components, and Methods with Programmable Wireless Devices	PCT US2001004385	
Method and System for Providing a Point of Sale Network with a LAN	12265446 (11/05/2008)	

Description	Application Number	Registration Number
Method and System for Securing Data from a Point of Sale Device Over a LAN	12265483 (11/05/2008)	
Method and System for Securing Data from a Non-Point of Sale Device Over a LAN	12265534 (11/05/2008)	
Method and System for Securing Data From a Non-Point of Sale Device Over an External Network		8966610 (02/24/2015)
Method and System for Securing Data from an External Network to a Point of Sale Device	12265568 (11/05/2008)	
Method and System for Securing a Payment Transaction with a Trusted Code Base	12414423 (03/30/2009)	
Method and System for Securing a Payment Transaction with Trusted Code Base on a Removable System Module	12414446 (03/30/2009)	
Method and System for Securing Data from a Point of Sale Device Over an External LAN	12265508 (11/05/2008)	

Description	Application Number	Registration Number
System and Method for Dynamic Configuration of Session Layer Retry Logic Based on Signal Quality	12781660 (05/17/2010)	
System and Device for Consolidating SIM, Personal Token, and Associated Applications	12910611 (10/22/2010)	
System and Method for Deploying a Payment Application on a Wireless Device	11784842 (04/09/2007)	
Method and System for Securing a Payment Transaction	12119417 (05/12/2008)	
System and Method for Deploying Application Programs	12251147 (10/14/2008)	
System and Method for Deploying Application Program Components Having a Service Sector to Wireless Devices	12251203 (10/14/2008)	
System and Method for Deploying Application Programs	12251717 (10/15/2008)	
System and Method for Deploying Application Program Components	12251745 (10/15/2008)	
Method and System for Employing a Fixed IP Address Based Encryption Device in a Dynamic IP Address Based Network	12546525	
Method and System for Employing a Fixed IP Address Based Encryption Device in a Dynamic IP Address Based Network	12546536	

Description	Application Number	Registration Number
Method and System for Communicating Fixed IP Address Based Voice Data in a Dynamic IP Address Based Network Environment	12553937	
System and Method for Facilitating Secure Voice Communication Over a Network	12553901	
System and Device for Receiving Authentication Credentials Using a Secure Remote Verification Terminal	13910742 (06/05/2013)	
System and Method for Performing a Secure Cryptographic Operation On a Mobile Device	14067581	
System and Method for Performing a Secure Cryptographic Operation on a Mobile Device Using an Entropy Pool	14069127	
System and Method for Cryptographic Operation on a Mobile Device Including an Entropy Filter	14069133	
System and Method for Performing a Secure Cryptographic Operation on a Mobile Device Combining Data from Multiple Sensors	14069142	

Description	Application Number	Registration Number
System and Method for Performing a Secure Cryptographic Operation on a Mobile Device Combining Data from Multiple Sensors	14069155	
System and Method for Performing a Secure Cryptographic Operation on a Mobile Device Based on a User Action	14069165	
System and Method for Performing a Secure Cryptographic Operation on a Mobile Device Based on a Contextual Variable	14069178	
System and Method for Acquiring and Integrating Multi-Source Information for Advanced Analytics and Visualization	14132820	
System and Method for Acquiring and Integrating Multi-Source Information for Advanced Analytics and Visualization	14132836	
Contingency-Based Options and Futures for Contingent Travel Accommodations		
System and Device for Consolidating SIM, Personal Token, and Associated Applications	PCT US2010053829 (10/22/2010)	
Method and System for Securing a Payment Transaction with Trusted Code Base	PCT US2010029075 (03/29/2010)	
Method and System for Providing a Point of Sale Network within a LAN	PCT US2009063265 (11/04/2009)	

Description	Application Number	Registration Number
Method and System for Securing a Payment Transaction	PCT US2009043088 (05/07/2009)	

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
SENSA		3051594 (01/24/2006)
APRIVA		3921605 (02/22/2011)
APRIVA		3796438 (06/01/2010)
APRIVA		3301102 (10/02/2007)
APRIVA (& design)		2725130 (06/10/2003)
APRIVA (& design)		2716275 (05/13/2003)

EXHIBIT D

Mask Works

Description	Application	Registration
None Identified		