

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bserv, Inc.		04/30/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	44 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3783856	BANKSERV	
Registration Number:	2227240	BANKSERV	
Registration Number:	3567573	CHECK360	
Registration Number:	3022225	DECISION GATEWAY	
Registration Number:	3186888	DEPOSIT NOW!	
Registration Number:	3180937	DEPOSITNOW!	
Registration Number:	3228703	NETCAPTURE	
Registration Number:	3628793	NETCONNECT	
Registration Number:	2812484	NETDEPOSIT	
Registration Number:	2812483	NETDEPOSIT	
Registration Number:	2945780	SAMEDAYPAY YOUR SOURCE FOR LAST MINUTE P	
Registration Number:	3708296	TOTALTRANSACT	
Registration Number:	1953582	TURBOSWIFT	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		

CH \$340.00 3783856

Correspondent Name: Matthew J. Himich
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 57719-129016

NAME OF SUBMITTER: Matthew J. Himich

SIGNATURE: /matthew j. himich/

DATE SIGNED: 05/06/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2015, is made by **BServ, Inc.**, a Nevada corporation ("Granting Party"), to **The Bank of Nova Scotia**, a Canadian chartered bank, as security agent for and on behalf of the Finance Parties (as defined in the Security Sharing Agreement) (in such capacity, together with its successors and assigns, "Security Agent").

PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other "Debtors" (as defined therein) and Security Agent are parties to that certain Amended and Restated Omnibus U.S. General Security Agreement, dated as of August 16, 2013 (as the same may be amended, modified, supplemented or replaced from time to time by joinder or otherwise, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Security Agent therein, the Security Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Security Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Security Sharing Agreement), Granting Party hereby grants to the Security Agent, for and on behalf of and for the benefit of itself and each of the other Finance Parties, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all Trademarks, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 1.6 OF THE SECURITY AGREEMENT (WHICH SECTION 1.6 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BSERV, INC.,
a Nevada corporation



By: 
Name: _____
Title: _____

EXHIBIT A
TRADEMARKS

TRADEMARK / DESIGN	SERIAL NO. / FILING DATE	REGISTRATION NO. / REGISTRATION DATE
BANKSERV BANKSERV	77814520 08.27.2009	3783856 05.04.2010
BANKSERV	75288032 05.07.1997	2227240 03.02.1999
CHECK360 CHECK360	77506548 06.24.2008	3567573 01.27.2009
DECISION GATEWAY DECISION GATEWAY	78425488 05.26.2004	3022225 11.29.2005
DEPOSIT NOW! DEPOSIT NOW!	78806514 02.03.2006	3186888 12.19.2006
DEPOSITNOW! DepositNow!	78806732 02.03.2006	3180937 12.05.2006
NETCAPTURE NETCAPTURE	78621073 05.02.2005	3228703 04.10.2007
NETCONNECT NETCONNECT	78621043 05.02.2005	3628793 05.26.2009
NETDEPOSIT	76476430 12.18.2002	2812484 02.10.2004
NETDEPOSIT NetDeposit	76476429 12.18.2002	2812483 02.10.2004
SAMEDAYPAY YOUR SOURCE FOR LAST MINUTE PAYMENTS 	78151513 08.06.2002	2945780 05.03.2005
TOTALTRANSACT TotalTransact	77712935 04.13.2009	3708296 11.10.2009
TURBOSWIFT	74438122 09.17.1993	1953582 01.30.1996

DOMAIN NAME
anytimepayments.com