

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transzap, Inc.		06/26/2015	CORPORATION: DELAWARE
Transzap P2P Canada, Inc.		06/26/2015	CORPORATION: BRITISH COLUMBIA
ADP P2P Canada, Inc.		06/26/2015	CORPORATION: ALBERTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77618120	AFEWORKS	
<b>Serial Number:</b>	77483814	CDEXML	
<b>Serial Number:</b>	76420727	CHECKSTUB CONNECT	
<b>Serial Number:</b>	76420726	JIB CONNECT	
<b>Serial Number:</b>	77483852	JIBXML	
<b>Serial Number:</b>	75735586	OILDEX	
<b>Serial Number:</b>	76420729	OILDEX CONNECT	
<b>Serial Number:</b>	76420725	PETRO CONNECT	
<b>Serial Number:</b>	76017742	PETROXML	
<b>Serial Number:</b>	86109974	REVENUEWORKS	
<b>Serial Number:</b>	76564316	SPENDWORKS	
<b>Serial Number:</b>	75735589	TRANSZAP	
<b>Serial Number:</b>	78842820	TRENDX	
<b>Serial Number:</b>	76343639	VENDOR CONNECT	
<b>Registration Number:</b>	2489947	OPENINVOICE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$390.00 77618120

**Fax Number:** 8004947512

***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.***

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130

**Address Line 2:** Natonal Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F156733
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<b>NAME OF SUBMITTER:</b>	Andrew Nash
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<b>SIGNATURE:</b>	/Andrew Nash/
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<b>DATE SIGNED:</b>	06/26/2015
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 26, 2015, is entered into by and between **TRANSZAP, INC.**, a Delaware corporation, **TRANSZAP P2P CANADA, INC.**, a British Columbia corporation, and **ADP P2P CANADA, INC.**, an Alberta corporation (each and together, jointly and severally, the "Grantor"), and **SILICON VALLEY BANK** (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 26, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of June 26, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States or Canadian intent-to-use trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or

service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office or the Canadian Intellectual Property Security Office).

(b) As of the date hereof, Schedule A hereto contains (i) a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof; and (ii) a true and accurate list of all registered Canadian Trademark registrations and applications owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

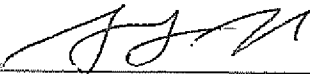
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Albert Hu  
Title: Vice President

Address of Assignee:


Silicon Valley Bank  
2400 Hanover Street  
Palo Alto, CA 94304  
Attn: Albert Hu  
Facsimile No.: (650) 320-0016  
Email: ahu@svb.com

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005561 FRAME: 0627**


GRANTOR:

**TRANSZAP, INC.**

By:   
Name: Richard D. Slack  
Title: President and Chief Executive Officer

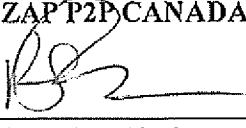
Mailing address:  
633 17<sup>th</sup> Street, Suite 2000  
Denver, CO 80202  
Attn:  
Facsimile No.:  
Email:

**ADP P2P CANADA, INC.**

By:   
Name: Richard D. Slack  
Title: President and Chief Executive Officer

Mailing address:  
205 5<sup>th</sup> Avenue SW, Suite 400  
Calgary, Alberta  
T2P 2V7  
Attn:  
Facsimile No.:  
Email:

**TRANSZAP P2P CANADA, INC.**

By:   
Name: Richard D. Slack  
Title: President and Chief Executive Officer

Mailing address:  
205 5<sup>th</sup> Avenue SW, Suite 400  
Calgary, Alberta  
T2P 2V7  
Attn:  
Facsimile No.:  
Email:

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005561 FRAME: 0628**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
TransZap, Inc.	U.S.	77618120	5/3/2011	11/19/2008	AFEworks
TransZap, Inc.	U.S.	77483814	4/12/2011	5/27/2008	CDEXML
TransZap, Inc.	U.S.	76420727	10/28/2003	6/12/2002	Checkstub Connect
TransZap, Inc.	U.S.	76420726	10/28/2003	6/12/2002	JIB Connect
TransZap, Inc.	U.S.	77483852	5/4/2010	5/27/2008	JIBXML
TransZap, Inc.	U.S.	75735586	7/2/2002	7/21/1999	Oildex
TransZap, Inc.	U.S.	76420729	3/25/2003	6/12/2002	Oildex Connect
TransZap, Inc.	U.S.	76420725	5/25/2004	6/12/2002	Petro Connect
TransZap, Inc.	U.S.	76017742	3/4/2003	3/16/2000	PETROXML
TransZap, Inc.	U.S.	86109974		11/4/2013	RevenueWorks
TransZap, Inc.	U.S.	76564316	6/14/2005	11/24/2003	Spendworks
TransZap, Inc.	U.S.	75735589	3/8/2005	7/21/1999	Transzap
TransZap, Inc.	U.S.	78842820	11/13/2007	3/21/2006	TrendX
TransZap, Inc.	U.S.	76343639	10/2/2002	11/28/2001	Vendor Connect
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc.*)	U.S.	2489947	9/18/2001	7/26/1999	OPENINVOICE
ADP P2P Canada, Inc. (TransZap	Canada	645502	8/9/2005	8/5/2004	B-STREAM

P2P Canada, Inc. *)					
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	728765	11/18/2008	1/26/2006	DIGITAL OILFIELD & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578356	3/27/2003	4/24/2000	DIGITAL OILFIELD
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578695	4/2/2003	8/14/2000	DIGITAL OILFIELD & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578502	3/28/2003	4/24/2000	DIGITALOILFIELD.COM
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	640273	5/24/2005	7/23/2003	OPENINVOICE & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	578403	3/27/2003	9/6/2000	OPENINVOICE
ADP P2P Canada, Inc.	Canada	629224	1/4/2005	7/23/2003	OPENCONTRACT & Design



(TransZap P2P Canada, Inc. *)					
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	594871	11/17/2003	2/6/2002	OPENCONTRACT
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	682891	3/5/2007	4/27/2006	PROJECTACCELERATOR
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	739140	4/29/2009	1/25/2008	DO2 TECHNOLOGIES & Design
ADP P2P Canada, Inc. (TransZap P2P Canada, Inc. *)	Canada	739137	4/29/2009	1/25/2008	DO2