

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cayan LLC		09/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Business Development Corporation of America		
Street Address:	405 Park Avenue		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4692780	GENIUS	
Registration Number:	4692776	GENIUS	
Registration Number:	4667971	CUSTOMER ENGAGEMENT PLATFORM	
Registration Number:	4217023		
Registration Number:	4287903	BINSMART	
Registration Number:	4224688	MERCHANT WAREHOUSE	
Registration Number:	4274423	CAPITAL BANKCARD	
Registration Number:	4696259	COSTPRO	
Registration Number:	4076935	AVATAS	
Registration Number:	3411436	CAPITAL BANKCARD	
Registration Number:	3299812	MERCHANTWARE	
Registration Number:	3185985	MERCHANT WAREHOUSE	
Registration Number:	2499107	OPTICARD	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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>			

OP \$340.00 4692780

Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036889-134
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NAME OF SUBMITTER:	John E. Slaughter
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SIGNATURE:	/John E. Slaughter/
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DATE SIGNED:	09/25/2015
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Total Attachments: 5

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holders thereof are subject to the provisions of the Intercreditor Agreement dated as of the date hereof, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between NXT CAPITAL, LLC as First Lien Agent, and BUSINESS DEVELOPMENT CORPORATION OF AMERICA, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of September, 2015, by Cayan LLC, a Delaware limited liability company ("Grantor"), in favor of Business Development Corporation of America, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Second Lien Credit Agreement dated as of September 24, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 24, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders and the other Secured Parties, a lien on and security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CAYAN LLC, a Delaware limited liability company

By: 

Name: Ammar Afif

Title: Chief Financial Officer

SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005630 FRAME: 0656

Agreed and Accepted
As of the Date First Written Above:

**BUSINESS DEVELOPMENT
CORPORATION OF AMERICA,**
as Agent

By: 

Name: Robert Grunewald

Title: President and Chief Investment Officer

SCHEDULE 1**Trademark Registrations**

Name of Owner	Trademark	Registration #	Registration Date
Cayan LLC	GENIUS	4692780	2/24/14
Cayan LLC	GENIUS	4692776	2/24/15
Cayan LLC	CUSTOMER ENGAGEMENT PLATFORM	4667971	1/6/15
Cayan LLC	<i>Design Only</i>	4217023	10/2/12
Cayan LLC	BINSMART	4287903	2/12/13
Cayan LLC	MERCHANT WAREHOUSE	4224688	10/16/12
Cayan LLC	CAPITAL BANKCARD	4274423	1/15/13
Cayan LLC	COSTPRO	4696259	3/3/15
Cayan LLC	AVATAS	4076935	12/27/11
Cayan LLC	CAPITAL BANKCARD	3411436	4/15/08
Cayan LLC	MERCHANTWARE	3299812	9/25/07
Cayan LLC	MERCHANT WAREHOUSE	3185985	12/19/06
Cayan LLC	OPTICARD	2499107	10/16/01