

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFINIPAY, LLC		09/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4674440	AFFINIPAY	
Registration Number:	4655097	LAWPAY	
Registration Number:	1962072	MEDPAY	
Serial Number:	86241389	MEDPAY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F158486		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/25/2015		

OP \$115.00 4674440

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 25, 2015, is entered into by and among each of the signatories hereto (each and together, jointly and severally, the “*Grantor*”) and **SILICON VALLEY BANK**, as Administrative Agent (as defined in the below described Credit Agreement) (the “*Assignee*”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 25, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and the other signatories thereto from time to time, and (ii) that certain Credit Agreement, dated as of September 25, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Grantor, Holdings (as defined therein), the Assignee and the lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement.

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 federally 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, whether now owned or existing or at any time hereafter acquired or arising and wherever located, 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 Secured 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 U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof 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. Notwithstanding anything herein to the contrary, no security interest shall be granted in any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would be rendered invalid, abandoned, void or impair the validity or enforceability of such intent to use application.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing 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. The Grantor and the Assignee agree that the security interest set forth herein and in the Guarantee and Collateral Agreement is not to be construed as an assignment of any Trademark.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by the parties hereto. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE 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, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[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: Andrew T. Merget _____
Title: Vice President _____

GRANTOR:

AFFINIPAY, LLC

By: 

Name: John Porter

Title: Chief Financial Officer

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks of the Grantor

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4674440	January 20, 2015	April 17, 2014	AFFINIPAY, LLC	AFFINIPAY
United States	4655097	December 16, 2014	September 16, 2013	AFFINIPAY, LLC	LAWPAY
United States	1962072	March 12, 1996	May 15, 1995	AFFINIPAY, LLC	MEDPAY

Pending Trademark Applications of the Grantor

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	86241389	April 3, 2014	AFFINIPAY, LLC	MEDPAY