

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PIRACLE, INC.		01/08/2015	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQUARE 1 BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4179367	CREATEACHECK	
<b>Registration Number:</b>	4407675	XPRESS PAY STUBS	
<b>Registration Number:</b>	3986797	TAMARACK TONER	
<b>Registration Number:</b>	3668982	PIRACLE RAPID REMIT	
<b>Registration Number:</b>	3540238	CREATE-A-COUPON	
<b>Registration Number:</b>	3536896	PIRACLE SECURE PAYMENT SOLUTIONS	
<b>Registration Number:</b>	3467089	ARLINK	
<b>Registration Number:</b>	3570523	ARLINK	
<b>Registration Number:</b>	2735368	PIRACLE	
<b>Registration Number:</b>	2408643	DESIGN-A-CHECK	
<b>Registration Number:</b>	2222233	CREATE A CHECK	
<b>Registration Number:</b>	2188489	SEND-A-CHECK	
<b>Registration Number:</b>	1960902	NEVER PURCHASE ANOTHER CHECK	
<b>Registration Number:</b>	1956727	MAKES SENSE	
<b>Registration Number:</b>	1900392	TRACE-A-CHECK	
<b>Registration Number:</b>	1814793		
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 4179367

**Fax Number:** 9193541278

***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:** 919-314-3086

**Email:** loandocsdept@square1bank.com

**Correspondent Name:** Square 1 Bank

**Address Line 1:** 406 Blackwell Street

**Address Line 2:** Suite 240

**Address Line 4:** Durham, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
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<b>SIGNATURE:</b>	/NICHOLASNANCE/CCD
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<b>DATE SIGNED:</b>	10/06/2015
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 8, 2015 by and between **SQUARE 1 BANK** ("**Bank**") and **PIRACLE, INC.**, a Utah corporation ("**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 between Bank and Grantor dated as of December 23, 2008 (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).

**B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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:

PIRACLE, INC.

By 

Name Mike Raeger

Title CEO

Address of Grantor:

6415 South 3000 East, Suite 150, Salt Lake  
City, Utah 841

Bank:

Square 1 Bank

By 

Name Jonathan Jarmul

Title AVP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**EXHIBIT A**  
**COPYRIGHTS**

<u><b>Titles</b></u>	<u><b>Volume Document Number/ Registration Number</b></u>	<u><b>Registration Date</b></u>
Create a check 3.1. No. 3-412-947.	V3528 D714	08/17/2005
Multiple. No. 3-408-569.	V3528 D714	08/17/2005
Genovr. No. 3-402-499.	V3528 D714	08/17/2005
Interfac. No. 3-414-845.	V3528 D714	08/17/2005
Modifycv. No. 3-417-104.	V3528 D714	08/17/2005
Blank. No. 3-432-459.	V3528 D714	08/17/2005
Security. No. 3-408-558.	V3528 D714	08/17/2005
Setup. No. 3-403-535.	V3528 D714	08/17/2005
Viewlog. No. 3-417-105.	V3528 D714	08/17/2005
Manual. No. 3-422-198.	V3528 D714	08/17/2005
CAC. No. 3-415-758.	V3528 D714	08/17/2005
Create a check 2.0. No. 3-408-533.	V3528 D714	08/17/2005
Create-a-check box. No. 3-728-048.	V3528 D714	08/17/2005
Create-a-check manual. No. 3-790-758.	V3528 D714	08/17/2005
Creat-a-check 4.1. No. 3-653-354.	V3528 D714	08/17/2005
Create-a-check for Windows. No. 4-347-785.	V3528 D714	08/17/2005
Create-a-check for Windows 3.0. No. 4-632-877.	V3528 D714	08/17/2005
Send-a-check for Windows.	V3528 D714	08/17/2005
Winac LE. No. 5-342-738.	V3528 D714	08/17/2005
Winac AT. No. 5-569-457.	V3528 D714	08/17/2005

<u>Titles</u>	<u>Volume Document Number/ Registration Number</u>	<u>Registration Date</u>
Winac RT. No. 5-409-856.	V3528 D714	08/17/2005
WinFI. No. 5-342-731.	V3528 D714	08/17/2005
WLaunch32. No. 5-720-165.	V3528 D714	08/17/2005
WINCAC BASIC. No. 5-494.686.	V3528 D714	08/17/2005
WINCAC 4.1. No.5-558.597.	V3528 D714	08/17/2005
WinFI. No. 5-788-660.	V3528 D714	08/17/2005
WLaunch32. No. 5-505-899.	V3528 D714	08/17/2005
Create-A-Check : user's manual.	TX0003790758	10/15/1993
Create-a-check : [4.1.]	TX0003653354	10/28/1993
[Create-a-check for Windows]	TX0004347785	08/07/1996
Create-a-check for Windows 3.0.	TX0004632877	09/09/1997
Send-a-check for Windows.	TX0004627512	09/02/1997
WinFI source code.	TX0005342731	08/06/2001
Winac LE source code.	TX0005342738	08/06/2001
Winac AT.	TX0005569457	08/14/2001
WinacRT	TX0005409856	08/06/2001
WLaunch32 source code.	TX0005720165	08/06/2001
Wincac Basic.	TX0005494686	10/31/2001
[WINCAC 4.1]	TX0005558597	10/25/2001
[WinFI]	TX0005788660	10/29/2001
WLaunch32.	TX0005505899	10/26/2001
Create-A-Check LE.	TX0007128311	05/09/2008


<u>Titles</u>	<u>Volume Document Number/ Registration Number</u>	<u>Registration Date</u>
Create-A-Check XT.	TX0007272574	05/09/2008
Paycentrex.	TX0007127653	05/09/2008
Create-A-Check	TX0003728048	10/12/1993
WINCAC LE.	TX0005766711	10/25/2001
[WINCAC RT]	TX0005758529	10/25/2001
[WINCAT.AT]	TX0005766731	10/25/2001



**EXHIBIT B**  
**PATENTS**

<b>Description</b>	<b>Application OR Patent Number</b>	<b>Application OR Filing Date</b>
None.		

**EXHIBIT C**  
**TRADEMARKS**

<b>Mark</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Filing Date</b>
CREATACHECK	4179367	07/24/12
	85490101	12/08/11
XPRESS PAY STUBS	4407675	09/24/13
	85484133	11/30/11
TAMARACK TONER	3986797	06/28/11
	85008810	04/07/10
PIRACLE RAPID REMIT	3668982	08/18/09
	77656952	01/26/09
CREATE-A-COUPON	3540238	12/02/08
	77457103	04/24/07
PIRACLE SECURE PAYMENT SOLUTIONS	3536896	11/25/08
	77451672	04/18/08
ARLINK	3467089	07/15/08
	77334658	11/20/07
ARLINK	3570523	02/03/09
	77272379	09/05/07
PIRACLE	2735368	07/08/03
	76280701	07/05/01
DESIGN-A-CHECK	2408643	11/28/00
	75877191	12/21/99
CREATE A CHECK	2222233	02/09/99
	75280603	04/23/97
SEND-A-CHECK	2188489	09/08/98
	75236631	02/05/97
NEVER PURCHASE ANOTHER CHECK	1960902	03/05/96
	74506081	03/25/94
MAKES SENSE	1956727	02/13/96
	74411955	07/12/93
TRACE-A-CHECK	1900392	06/20/95
	74383170	04/21/93
	1814793	01/04/94
	74381560	04/21/93