

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluePay Processing, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
CDI Technology, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Agent Services, LLC		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2646932	BLUEPAY	
Registration Number:	4695118	ERP2WEB	
Registration Number:	4055330	BILLHIGHWAY	
Registration Number:	4398747	BILLHIGHWAY ENTERPRISE	
Registration Number:	4389439	BILLHIGHWAY GIVE	
Registration Number:	4272414	BILLHIGHWAY PREPAID CARD	
Registration Number:	4373485	BILLHIGHWAYCARE	
Registration Number:	4373484	BILLHIGHWAYS SAFE	
Registration Number:	4055331	GROUP FINANCES MADE EASY	
Registration Number:	3010966	INTERSTATE APH	
Registration Number:	4377659		
CORRESPONDENCE DATA			
Fax Number:	3016546714		
<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:	3018411359		

TRADEMARK

Email:	brett.hyman@americancapital.com
Correspondent Name:	American Capital Agent Services, LLC
Address Line 1:	2 Bethesda Metro Center
Address Line 2:	Attn: Brett Hyman
Address Line 4:	Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
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SIGNATURE:	/Brett Hyman/
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DATE SIGNED:	02/01/2016
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Total Attachments: 6

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of any other Collateral Document and the exercise of any right or remedy by the Agent thereunder are subject to the provisions of the Intercreditor Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as the First Lien Agent, and American Capital Agent Services, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

Second Lien Intellectual Property Security Agreement

This Second Lien Trademark Security Agreement, dated as of January 29, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Agent Services, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Witnesseth:

Whereas, pursuant to the Second Lien Credit Agreement, dated as of January 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among BluePay Processing, LLC., a Delaware limited liability company (the "*Borrower*"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, each Grantor (other than the Borrower) has agreed, pursuant to the Second Lien Guaranty and Security Agreement, dated as of January 29, 2016, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

Whereas, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule 1* hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Second Lien Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor’s obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

In Witness Whereof, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BluePay Processing, LLC,
as a Grantor

By: 

Name: John Rante

Title: Chief Executive Officer

CDI Technology, LLC,
as a Grantor

By: 

Name: John Rante

Title: Executive Chairman


Accepted and Agreed
as of the date first above written:

American Capital Agent Services, LLC,
as Agent

By: _____

Name:

Title:


Jamin Byers
Principal

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I to Second Lien Trademark Security Agreement

Trademark Registrations

Record Owner	Mark	Type of Mark	Registration #	Registration Date
BluePay Processing, LLC	BLUEPAY	Trademark	2646932	11/5 2002
CDI Technology, LLC	ERP2Web	Trademark	4695118	12/16/2014
BluePay Processing, LLC	BILLHIGHWAY	Trademark	TMA833455 (Canada)	10/3/2012
BluePay Processing, LLC	BILLHIGHWAY	Trademark	4,055,330	11/15/2011
BluePay Processing, LLC	BILLHIGHWAY ENTERPRISE	Trademark	TMA898269 (Canada)	3/9/2015
BluePay Processing, LLC	BILLHIGHWAY ENTERPRISE	Trademark	4,398,747	9/10/2013
BluePay Processing, LLC	BILLHIGHWAY GIVE	Trademark	4,389,439	8/20/2013
BluePay Processing, LLC	BILLHIGHWAY PREPAID CARD	Trademark	4,272,414	1/8/2013
BluePay Processing, LLC	BILLHIGHWAY PREPAIDCARD	Trademark	TMA866422 (Canada)	12/2/2013
BluePay Processing, LLC	BILLHIGHWAYCARE	Trademark	TMA860544 (Canada)	9/18/2013
BluePay Processing, LLC	BILLHIGHWAYCARE	Trademark	4,373,485	7/23/2013
BluePay Processing, LLC	BILLHIGHWAYS SAFE	Trademark	TMA860066 (Canada)	9/13/2013
BluePay Processing, LLC	BILLHIGHWAYS SAFE	Trademark	4,373,484	7/23/2013
BluePay Processing, LLC	GROUP FINANCES MADE EASY	Trademark	TMA859806 (Canada)	9/10/2013
BluePay Processing, LLC	GROUP FINANCES MADE EASY	Trademark	4,055,331	11/15/2011
BluePay Processing, LLC	HEALTHY FINANCIALS. MISSION ACCOMPLISHED.	Trademark	TMA864929 (Canada)	11/13/2013
BluePay Processing, LLC	HEALTHY FINANCIALS. MISSION ACCOMPLISHED.	Trademark	4,268,379 (Canada)	1/1/2013
BluePay Processing, LLC	INTERSTATE APH & Design	Trademark	3,010,966	11/1/2005
BluePay Processing, LLC	Smile Design	Trademark	4,377,659	7/30/2013

Trademark Application

Record Owner	Mark	Type of Mark	Application #	Filing Date
BluePay Processing, LLC	BILLHIGHWAY GIVE	Trademark	1589107 Application (Canada)	8/7/2012