

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400708

<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>
PCN Network, LLC		09/30/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PC Law Associates, LLC		
<b>Street Address:</b>	200 Fleet St #6100		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15220		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86648558	SAFE ESCROW	
<b>Serial Number:</b>	86768860		
<b>Serial Number:</b>	86768818	PCN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158518383		
<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>			
<b>Phone:</b>	215-851-8522		
<b>Email:</b>	lmcguinness@eckertseamans.com		
<b>Correspondent Name:</b>	Roberta Jacobs-Meadway		
<b>Address Line 1:</b>	50 South 16th Street, 22nd Floor		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19102-2516		
<b>NAME OF SUBMITTER:</b>	Roberta Jacobs-Meadway		
<b>SIGNATURE:</b>	/rjacobsmeadway/		
<b>DATE SIGNED:</b>	10/04/2016		
<b>Total Attachments: 5</b>			
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## GRANT OF PATENT AND TRADEMARK SECURITY INTEREST

This Grant of Patent and Trademark Security Interest is entered into and made effective as of September 30, 2016.

**WHEREAS**, PCN Network, LLC, Pennsylvania limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent and Trademark Collateral (as defined below); and

**WHEREAS**, Grantor and PC Law Associates, LLC, a Pennsylvania limited liability company (the “**Companies**”) have issued a term loan note and a revolving credit note, both dated as of September 30, 2016 (said promissory notes as they may heretofore have been and as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Notes**”) to S&T Bank (“**Secured Party**”); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of September 30, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Companies and Secured Party, the Companies have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent and Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Companies to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent and Trademark Collateral**”):

i. all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith;

ii. all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, including, without limitation, any thereof set forth on Schedule B annexed hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or

any other country or any political subdivision, including, without limitation, any set forth on Schedule B annexed hereto (collectively, the “**Patents**”); and

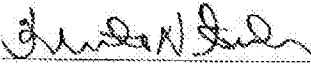
iii. all proceeds, products, rents and profits of or from any and all of the foregoing Patent and Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent and Trademark Collateral. For purposes of this Grant of Patent and Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent and Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent and Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent and Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**PCN NETWORK, LLC**

By: 

Name: Kenneth N. Smolar

Title: President

**SCHEDULE A  
TO  
GRANT OF PATENT AND TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Owner</b>	<b>Application/Serial Number</b>	<b>Classes</b>
Safe Escrow	PCN Network, LLC	86/648,558	09, 42
Design Mark	PCN Network, LLC	86/768,860	09
PCN	PCN Network, LLC	86/768,818	45
eClosings	PCN Network, LLC	Unregistered	N/A

**SCHEDULE B  
TO  
GRANT OF PATENT AND TRADEMARK SECURITY INTEREST**

<b>U.S. Application Number</b>	<b>Filing Date</b>	<b>Reel / Frame No.</b>	<b>Invention Title</b>
14/876,155	October 6, 2015	37324/721-724	System and Method for Protecting Electronic Transfers