

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Check Corp.		09/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4176758	RECEIPTNOW	
Registration Number:	3509516	SMARTSOURCE	
Registration Number:	2345966	TELLERSCAN	
Registration Number:	2803239	TS	
Registration Number:	3775142	BEAUTIFULLY ENGINEERED	
Registration Number:	3532328	BEAUTIFULLY ENGINEERED	
Registration Number:	3562436	BEST READ	
Registration Number:	4112301	BRANCHXPRESS	
Registration Number:	3636420	CHEXPRESS	
Registration Number:	4329138	CRUISE CONTROL	
Registration Number:	3466472	DIGITAL CHECK	
Registration Number:	3522556	INFINITY	
Registration Number:	3775162	THE SECURE CHOICE	
Registration Number:	3532326	THE SECURE CHOICE	
Registration Number:	3488406	NEXTSTAR	
Registration Number:	3488408	FLEXSCAN	
Registration Number:	3782463	LUMINTEC	
Registration Number:	3776063	TITAN	
Registration Number:	2800500	ECLIPSE	

CH \$490.00 4176758

CORRESPONDENCE DATA**Fax Number:** 3129774405*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:** 312-977-4400**Email:** tefiester@nixonpeabody.com**Correspondent Name:** Richard C. Himelhoch**Address Line 1:** 70 W. Madison Street, Suite 3500**Address Line 2:** Nixon Peabody LLP**Address Line 4:** Chicago, ILLINOIS 60602

NAME OF SUBMITTER:	Richard C. Himelhoch
SIGNATURE:	/Richard C. Himelhoch/
DATE SIGNED:	10/20/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2016 (as amended, restated or otherwise modified from time to time, this "Trademark Security Agreement"), by and between Digital Check Corp., a Delaware corporation ("Grantor"), and BMO Harris Bank N.A., a national banking association ("Secured Party").

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Amended and Restated Security Agreement dated as of September 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto, and Secured Party, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Credit Agreement, the Grantor hereby agrees with Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party a continuing security interest in all of the Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Trademark Collateral") to secure the Secured Obligations (as defined in the Security Agreement):

(a) (i) all of the Grantor's trademarks, including without limitation those referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by

the Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Secured Party in accordance with the terms of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 2 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL CHECK CORP.

By: 
Name: Thomas P. Anderson
Title: President and CEO

Accepted and agreed to in Chicago, Illinois, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: _____
Name: Carl Skoog
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL CHECK CORP.

By: _____
Name: Thomas P. Anderson
Title: President and CEO

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BMO HARRIS BANK N.A.

By: _____
Name: Carl Skoog
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Filed</u>	<u>Registration Date</u>
RECEIPTNOW	US	4,176,758	4/19/2011	7/17/2012
SMARTSOURCE	BR	830,945,938	2/23/2011	3/3/2015
SMARTSOURCE	CN	9,191,943	3/10/2011	3/21/2012
SMARTSOURCE	EU	9,778,671	3/2/2011	8/10/2011
SMARTSOURCE	US	3,509,516	6/1/2007	9/30/2008
SMARTSOURCE	VE	316,083	4/14/2011	4/18/2012
TELLERSCAN	US	2,345,966	10/20/1997	4/25/2000
TS	US	2,803,239	4/9/2002	1/6/2004
BEAUTIFULLY ENGINEERED (Document Scanners)	US	3,775,142	6/22/2007	4/13/2010
BEAUTIFULLY ENGINEERED (Check Scanners)	US	3,532,328	6/22/2007	11/11/2008
BEST READ	US	3,562,436	2/26/2003	1/13/2009
BRANCHXPRESS	US	4,112,301	12/28/2009	3/13/2012
CHEXPRESS	US	3,636,420	3/21/2008	6/9/2009
CRUISE CONTROL	US	4,329,138	1/18/2012	4/30/2013
DIGITAL CHECK	US	3,466,472	10/30/2007	7/15/2008
DIGITAL CHECK	CA	1655013	12/05/2013	1/05/2016
INFINITY	US	3,522,556	1/8/2006	10/21/2008
THE SECURE CHOICE (Document Scanners)	US	3,775,162	8/7/2007	4/13/2010
THE SECURE CHOICE (Check Scanners)	US	3,532,326	8/7/2007	11/11/2008
NEXTSTAR	US	3,488,406	1/22/2008	8/19/2008
FLEXSCAN	US	3,488,408	1/22/2008	8/19/2008
LUMINTEC	US	3,782,463	2/23/2009	4/27/2010
TITAN	US	3,776,063	3/04/2009	4/13/2010
ECLIPSE	US	2,800,500	2/21/2003	12/30/2003