

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404477

<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>
QUADRANT 4 SYSTEM CORPORATION		11/03/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIP LENDER, LLC		
<b>Street Address:</b>	3575 Piedmont Road NE		
<b>Internal Address:</b>	Bldg. 15, Suite 730		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4522726	TAP2GO	
<b>Registration Number:</b>	4273016	SCAN4LEADS	
<b>Registration Number:</b>	4672048	YOUR PHONE IS YOUR WALLET	
<b>Registration Number:</b>	4104702	SCAN2GIVE	
<b>Registration Number:</b>	4120827	POWERING THE CLOUD	
<b>Registration Number:</b>	3884282	SMART SAVINGS ON THE GO	
<b>Registration Number:</b>	3868680	QWOOSH	
<b>Registration Number:</b>	3948541	UNLEASHING WEB 3.0	
<b>Registration Number:</b>	3801039	FANGGLE	
<b>Registration Number:</b>	4807556	QHIX HYBRID EXCHANGE	
<b>Registration Number:</b>	4632376	CONNECTING TECHNOLOGY TO HEALTHCARE	
<b>Registration Number:</b>	4004157	1INVOICE	
<b>Registration Number:</b>	4665421	EMPOWHR	
<b>Serial Number:</b>	86814001	E EMPOWERED EDUCATION SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043226050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 404-322-6613  
**Email:** ross.berger@nelsonmullins.com  
**Correspondent Name:** Ross Berger  
**Address Line 1:** Nelson Mullins Riley & Scarborough LLP  
**Address Line 2:** 201 17th Street, Suite 1700  
**Address Line 4:** Atlanta, GEORGIA 30363

<b>ATTORNEY DOCKET NUMBER:</b>	33096/09047
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<b>NAME OF SUBMITTER:</b>	Ross Berger
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<b>SIGNATURE:</b>	/Ross Berger/
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<b>DATE SIGNED:</b>	11/04/2016
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**Total Attachments: 6**

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "*Confirmatory Assignment*") is dated as of November 3, 2016, by and from **QUADRANT 4 SYSTEM CORPORATION**, an Illinois corporation ("*Grantor*"), in favor of **BIP LENDER, LLC**, a Delaware limited liability company, as collateral agent ("*Grantee*") for the ratable benefit of the Lenders.

**WHEREAS**, in connection with that certain Senior Subordinated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified or refinanced from time to time, the "*Credit Agreement*"), by and among Grantor, Grantee, Lender, and the other lenders from time to time party thereto (the "*Lenders*"), the Grantor, as debtor, and the Grantee, as collateral agent, have entered into a General Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantor has granted the Grantee a security interest in substantially all of the Grantor's personal property and assets;

**WHEREAS**, the Grantor is the owner of the patents listed on Exhibit A-1 attached hereto (the "*Patents*"), the trademarks listed on Exhibit A-2 attached hereto and the goodwill of the business in connection therewith (the "*Trademarks*") and the copyrights listed on Exhibit A-3 attached hereto (the "*Copyrights*"); which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

**WHEREAS**, this Confirmatory Assignment is being entered into in conjunction with the security interest granted to the Grantee under the Security Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the prompt performance and payment of all the Secured Obligations.

(b) The Grantor hereby assigns and grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents, Trademarks and Copyrights, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, Trademarks and Copyrights, and (3) all causes

of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks or Copyrights, or unfair competition regarding the same.

(c) The Grantor shall promptly notify the Grantee in writing of any additional patents, trademarks or copyrights acquired by the Grantor after the date hereof as required by the Security Agreement, and shall, upon the request of the Grantee, submit to the Grantee a supplement to Exhibit A-1, A-2 or A-3, as applicable, to reflect such additional patents, trademarks or copyrights (provided that any failure to do so shall not impair the Grantee's security interest therein).


(d) The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Confirmatory Assignment is deemed to conflict with any provision of the Security Agreement, the provision of the Security Agreement shall govern and control.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Assignment effective as of the above-indicated date.

**GRANTOR:**

**QUADRANT 4 SYSTEM CORPORATION,**  
an Illinois corporation

By:   
Name: Nandu Thondavadi  
Title: President and Chief Executive Officer

[Confirmatory Assignment of Security Interest in Patents, Trademarks and Copyrights]

**TRADEMARK**  
**REEL: 005914 FRAME: 0184**

**EXHIBIT A-1**

**SCHEDULE OF PATENTS**

None.

Exhibit A-1

**TRADEMARK**  
**REEL: 005914 FRAME: 0185**

**EXHIBIT A-2**  
**SCHEDULE OF TRADEMARKS**

**TRADEMARKS OF BORROWER:**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
TAP2GO	US	Registered	4,522,726	29-Apr-14
SCAN4LEADS	US	Registered	4,273,016	08-Jan-13
YOUR PHONE IS YOUR WALLET	US	Registered	4,672,048	13-Jan-15
SCAN2GIVE	US	Registered	4,104,702	28-Feb-12
POWERING THE CLOUD	US	Registered	4,120,827	03-Apr-12
SMART SAVINGS ON THE GO	US	Registered	3,884,282	30-Nov-10
QWOOSH	US	Registered	3,868,680	26-Oct-10
UNLEASHING WEB 3.0	US	Registered	3,948,541	19-Apr-11
FANGGLE	US	Registered	3,801,039	08-Jun-10
QHIX HYBRID EXCHANGE	US	Registered	4,807,556	08-Sep-15
CONNECTING TECHNOLOGY TO HEALTHCARE	US	Registered	4,632,376	04-Nov-14
INVOICE	US	Registered	4,004,157	26-Jul-11
EMPOWHR	US	Registered	4,665,421	06-Jan-15

**TRADEMARK APPLICATIONS OF BORROWER:**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Serial No.</u></b>	<b><u>Application Date</u></b>
EE EMPOWERED EDUCATION SOLUTIONS	US	Pending	86/814,001	09-Nov-15

**EXHIBIT A-3**

**SCHEDULE OF COPYRIGHTS**

None.

Exhibit A-3