

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYPERWALLET SYSTEMS INC.		05/19/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2912613	HYPERWALLET	
Registration Number:	3540855	INNOVATE, PARTNER, DELIVER.	
Registration Number:	3571880	COMMISSIONS PLUS	
Registration Number:	3557342	PAYLUTION	
Registration Number:	4620201	PAYLUTION	
Registration Number:	4741085	PAY PORTAL	
Serial Number:	86655499	H HYPERWALLET	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	01/06/2017		

CH \$190.00 2912613

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 19, 2016 by and between SILICON VALLEY BANK, a California corporation ("Bank"), and HYPERWALLET SYSTEMS INC., a corporation incorporated under the laws of Canada ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the guarantors that are party thereto, dated the Effective Date (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). Bank is willing to make the Loans to Grantor but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

HYPERWALLET SYSTEMS INC.

By: 

Name: David Herron

Title: Chief Legal Officer

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

HYPERWALLET SYSTEMS INC.

By:

Name:

Title:

BANK:

SILICON VALLEY BANK

By: *Kelly Gramsch*

Name: *Kelly Gramsch*

Title: *VP*

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Entity	Patent	Jurisdiction	Registration/Application no.	Registration/Filing date	Status
HWSI	On-line payment system	USA	7177830	February 13, 2007	Issued
HWSI	Communication protocol for electronic funds transfer systems	USA	13725500	December 12, 2012	Pending
HWSI	Online payment systems	Canada	2319919	September 15, 2000	Dead

EXHIBIT C

USA Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date




Entity	Trademark	Jurisdiction	Registration no.	Date Registered	Status
HWSI	"HYPERWALLET"	Canada	TMA562,075	May 15, 2002	Registered
HWSI	"HYPERWALLET"	USA	2,912,613	December 21, 2004	Registered
HWSI	"Innovate, Partner, Deliver"	Canada	TMA727319	October 29, 2008	Registered
HWSI	"Innovate Partner, Deliver"	USA	3,540,855	December 2, 2008	Registered
HWSI	"CommissionsPlus"	Canada	TMA746,258	August 26, 2009	Registered
HWSI	"CommissionsPlus" + logo	USA	3,571,880	February 10, 2009	Registered
HWSI	"PAYlution"	Canada	TMA754,975	December 10, 2009	Registered
HWSI	"PAYlution"	USA	3,557,342	January 6, 2009	Registered
HWSI	"PAYlution"	USA	4,620,201	October 14, 2014	Registered
HWSI	"PAYlution"	European Union	012337077	March 11, 2014	Registered
HWSI	"Pay Portal"	Canada	TMA 929024	February 15, 2016	Registered
HWSI	"Pay Portal"	USA	4,741,085	May 19, 2015	Registered
HWSI	"Mass Payments, Simplified"	Canada	Application No. 1,723,945	n/a	Allowed
HWSI	"Mass Payments, Simplified"	USA	Application No. 86/655,513	n/a	Abandoned
HWSI	 HYPERWALLET	Canada	Application No. 1,723,946	n/a	Advertised
HWSI	 HYPERWALLET	USA	Application No. 86/655,499	n/a	Pending
HWSI	 HYPERWALLET	European Union	014227805	November 2, 2015	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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