

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANDLE FINANCIAL, INC. (FORMERLY KNOWN AS PAYNEARME, INC.)		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL FUND, LP		
Street Address:	2121 WEST CHANDLER BOULEVARD, SUITE 103		
City:	CHANDLER		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4491982	PAY NEAR ME	
Registration Number:	4491981	PAY NEAR ME	
Registration Number:	4491967	PAYNEARME	
Registration Number:	4459424	PAYNEARME	
Registration Number:	4400415	KWEDIT	
Registration Number:	4601680	THE PAYMENT PROMISE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0241		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	06/29/2017		

OP \$165.00 4491982

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 29, 2017, is made by Handle Financial, Inc. (formerly known as PayNearMe, Inc.), a Delaware corporation, and Mobilligy, Inc., a Delaware corporation (individually and collectively, "Grantor"), in favor of Trinity Capital Fund, L.P. ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 of 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, re-examination certificates, utility models, 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, 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 and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender 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.

3. 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 Lender 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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:

Handle Financial, Inc.

Kristina Campbell

By: Kristina Campbell

Title: CFO

Mobilligy, Inc.

[Signature]

By: Daniel J. Shader

Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application Number Application Date	Publication Number Publication Date	OWNER
System and method for facilitating cash payment transactions using a mobile device	13479135 5/23/2012	9626701 4/18/2017	PAYNEARME, INC.
Honorary credit system and method	12712990 2/25/2010	8275699 9/25/2012	PAYNEARME, INC.
Payment System to Facilitate Transactions	15227448 8/3/2016	20160342966 11/24/2016	PAYNEARME INC
Payment card virtualization	14450043 8/1/2014	20160034888 2/4/2016	PAYNEARME, INC.
Systems and methods for cash payments for online gaming	14594565 1/12/2015	20150199873 7/16/2015	PAYNEARME, INC.
Payment Processing with Dynamic Barcodes	14189007 2/25/2014	20140358707 12/4/2014	PAYNEARME, INC.
Systems and methods for barcode translation	14307609 6/18/2014	20140297441 10/2/2014	PAYNEARME, INC.
Payment System	14212589 3/14/2014	20140278609 9/18/2014	PAYNEARME, INC.
System and method to facilitate retail promotions	13209291 8/12/2011	20130041729 2/14/2013	PAYNEARME, INC.
System and method for facilitating cash payment transactions using a mobile device	15524130 4/18/2017	N/A	PAYNEARME, INC.
Systems and methods for cash payments for online gaming	14594565 1/12/2015	20150199873 7/16/2015	PAYNEARME, INC.

EXHIBIT C

Trademarks




Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
HANDLE	U.S. Federal	PENDING Intent to Use	87393195 3/30/2017		HANDLE FINANCIAL, INC.
PAY NEAR ME 	U.S. Federal	REGISTERED	85729107 9/14/2012	4491982 3/4/2014	PAYNEARME, INC.
PAY NEAR ME 	U.S. Federal	REGISTERED	85729103 9/14/2012	4491981 3/4/2014	PAYNEARME, INC.
PAYNEARME	U.S. Federal	REGISTERED	85721832 9/6/2012	4491967 3/4/2014	PAYNEARME, INC.
MOBILLIGY	U.S. Federal	REGISTERED	85552536 2/24/2012	4213967 9/25/2012	MOBILLIGY, INC.
PAYNEARME	U.S. Federal	REGISTERED	85094745 7/28/2010	4459424 12/31/2013	PAYNEARME, INC.
KWEDIT 	U.S. Federal	REGISTERED	77907400 1/7/2010	4400415 9/10/2013	PAYNEARME, INC.
THE PAYMENT PROMISE NETWORK	U.S. Federal	REGISTERED	77813168 8/26/2009	4601680 9/9/2014	PAYNEARME, INC.

EXHIBIT D

Mask Works

None.