

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAYSPAN HOLDING CORP.		07/21/2017	Corporation: DELAWARE
PAYSPAN, INC.		07/21/2017	Corporation: DELAWARE
XPN, LLC		07/21/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	275 Grove Street
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4687797	PATIENT FINANCIAL ENGAGEMENT
Registration Number:	4671611	PFE
Registration Number:	4765000	PCFH
Registration Number:	4764981	PATIENT CENTERED FINANCIAL HOME
Registration Number:	4712828	XPN
Registration Number:	4355710	HEALTHCARE PAYMENTS EXCHANGE
Registration Number:	4289138	HPX
Registration Number:	4516563	XPRESSPAY NETWORK
Registration Number:	4314197	
Registration Number:	4314196	EMPOWERING THE HEALTHCARE ECONOMY
Registration Number:	2991313	PAYSPAN
Registration Number:	2382127	PAYFORMANCE
Serial Number:	86309350	UNIFIED BENEFITS CARD
Serial Number:	86309365	LONGITUDINAL PATIENT FINANCIAL RECORD
Serial Number:	85902703	PROVIDER CENTERED FINANCIAL HOME
Serial Number:	85685496	VERUS
Serial Number:	85685464	SUNESIS

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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:** 2023704750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Darlena Bari Stark**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F171547
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley
<b>SIGNATURE:</b>	/Janet S. Wamsley/
<b>DATE SIGNED:</b>	07/24/2017

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of July 21, 2017, is entered into by and among by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "*Grantor*" and, collectively, the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee and the Grantors, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, the "*Trademarks*" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Upon the occurrence of the Discharge of Obligations, the Assignee shall execute, acknowledge and deliver to the Grantors, at the sole expense of the Grantors and in form and substance reasonably satisfactory to the Assignee, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

## 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

## 5. Recordation.

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

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. Miscellaneous.

Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), and 10.13 (Submission to Jurisdiction; Waivers) of the Credit Agreement are incorporated by reference, *mutatis mutandis*.

*[Signature pages follow.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

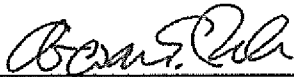
By:           *Jesse Meyer*            
Name: *Jesse Meyer*  
Title: *Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**GRANTORS:**

**HOLDINGS:**

**PAYSPAN HOLDING CORP.**


By:   
Name: Steven Russell  
Title: Chief Financial Officer

**BORROWER:**

**PAYSPAN, INC.**

By:   
Name: Steven Russell  
Title: Chief Financial Officer

**XPN, LLC**

By:   
Name: Steven Russell  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A to TRADEMARK SECURITY AGREEMENT

Grantor	USPTO Serial Number	Registration No.	Registration Date (or Application Date, if not yet registered)	Jurisdiction	Description
PaySpan, Inc	86309350		6/13/14	U.S.	UNIFIED BENEFITS CARD
PaySpan, Inc	86309365		6/13/14	U.S.	LONGITUDINAL PATIENT FINANCIAL RECORD
PaySpan, Inc	86309410	4687797	2/17/15	U.S.	PATIENT FINANCIAL ENGAGEMENT
PaySpan, Inc	86309421	4671611	1/13/15	U.S.	PFE
PaySpan, Inc	85902703		4/12/13	U.S.	PROVIDER CENTERED FINANCIAL HOME
PaySpan, Inc	85922274	4765000	6/30/15	U.S.	PCFH
PaySpan, Inc	85902707	4764981	6/30/15	U.S.	PATIENT CENTERED FINANCIAL HOME
PaySpan, Inc	85663443	4712828	3/31/15	U.S.	XPN
PaySpan, Inc	85685573	4355710	6/18/13	U.S.	HEALTHCARE PAYMENTS EXCHANGE
PaySpan, Inc	85685555	4289138	2/12/13	U.S.	HPX
PaySpan, Inc	85685496		7/24/12	U.S.	VERUS
PaySpan, Inc	85685464		7/24/12	U.S.	SUNESIS
PaySpan, Inc	85663454	4516563	4/15/14	U.S.	XPRESSPAY NETWORK
PaySpan, Inc	85501011	4314197	4/2/13	U.S.	[Logo art symbol only]
PaySpan, Inc	85501008	4314196	4/2/13	U.S.	EMPOWERING THE HEALTHCARE ECONOMY
PaySpan, Inc	76582342	2991313	9/6/05	U.S.	PAYSPAN
PaySpan, Inc	75430183	2382127	9/5/00	U.S.	PAYFORMANCE

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