

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGEVISION.NET, LLC		03/16/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87504589	HEALTHPAY24	
Serial Number:	87504585	HEALTHPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	02/08/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 16, 2017 (the "Agreement") between IMAGEVISION.NET, LLC, a Delaware limited liability company ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of March 16, 2017 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, INVOICE CLOUD, INC., a Delaware corporation, and such other parties named therein. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the registered Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

IMAGEVISION.NET, LLC

By: Invoice Cloud, Inc., its Manager

By: Robert P. Bennett

Name: Robert Bennett

Title: CEO

Address for Notices:

5010 Ritter Road, Suite 101,
Mechanicsburg, PA 17055
Attn: Robert Bennett

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

IMAGEVISION.NET, LLC

By: Invoice Cloud, Inc., its Manager

By: _____

Name: Robert Bennett

Title: CEO

Address for Notices:

5010 Ritter Road, Suite 101,
Mechanicsburg, PA 17055
Attn: Robert Bennett

LENDER:

WESTERN ALLIANCE BANK

By: B/K_____

Name: BEN KIRTLAND

Title: VICE PRESIDENT

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Registered Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
HEALTHFE	86683622	5004822	July 19, 2016
HEALTHPAY	78971713		September 11, 2006*
HEALTHPAY	76609387	3174566	November 21, 2006
HEALTHPAY 24	76431790	2782995	November 11, 2003
HEALTHPAY24	87504589		June 26, 2017
HEALTHPAY	87504585		June 26, 2017

*Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue/Filed Date:</u>
Point of service transaction management for service facilities	8,756,105	13/310,727	Issued	June 17, 2014
Point of service transaction management for service facilities	8,639,533	13/478,814	Issued	January 28, 2014
Point of service transaction management for service facilities	7,567,925	10/719,889	Issued	July 28, 2009
Point of service transaction management for service facilities		15/087146	Published	March 31, 2016
Point of service transaction management for service facilities		14/269223	Published	May 5, 2014
Point of service transaction management for service facilities		14/103938	Published	December 12, 2013
Point of service transaction management for service facilities		12/502730	Published	July 14, 2009
Point of service transaction management for service facilities	9,189,781	12/763,419	Issued	November 17, 2015
Point of service transaction management for service facilities		14/943726	Published	November 17, 2015