

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConnectPay, LLC		07/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cambridge Trust Company		
Street Address:	75 Main Street		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Business Trust: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4468578	CONNECTPAY PAYROLL SERVICES	
Registration Number:	3729255	CONNECTPAY PAYROLL SERVICES	
Registration Number:	4438532	SERVOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	424-239-3744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park East, Suite 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	07/26/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 26, 2018 (the "Agreement") between CAMBRIDGE TRUST COMPANY ("Bank") and CONNECTPAY, LLC ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. 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 Bank 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the 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 Borrower 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.

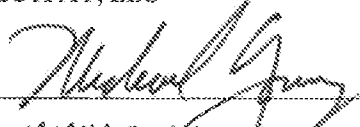
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CONNECTPAY, LLC

By: 
Name: MICHAEL YOUNG
Title: PRESIDENT

Address for Notices:
Attn: Michael Young
10 Lincoln Road Suite, 110
Foxboro, MA 02035
Fax: (508) 543-3490
Email: myoung@ConnectPayUSA.com

BANK:

CAMBRIDGE TRUST COMPANY

By: _____
Name: _____
Title: _____

Address for Notices:
75 State Street, 18th Floor
Boston, MA 02109
Attn: Andrew Mahoney
Fax: (978) 371-3296
Email: andrew.mahoney@cambridgetrust.com

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CONNECTPAY, LLC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Michael Young
10 Lincoln Road
Foxboro, MA 02035
Fax: _____
Email: myoung@ConnectPayUSA.com

BANK:

CAMBRIDGE TRUST COMPANY

By: *A.J. Mahoney Jr.*

Name: *Andrew J. Mahoney, Jr.*

Title: *Vice President*

Address for Notices:

~~75 State Street, 16th Floor~~ *75 Main St.*
~~Boston, MA 02109~~ *Concord, MA 01742*
Attn: Andrew Mahoney
Fax: (978) 371-3296
Email: andrew.mahoney@cambridgetrust.com

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

<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>
	None				

EXHIBIT B

Trademarks

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
	85587292	4468578		April 3, 2012
CONNECTPAY PAYROLL SERVICES	77453992	3729255		April 21, 2008
SERVOLOGY	85728668	4438532		September 13, 2012

EXHIBIT C

Patents

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
	None			