

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Qualpay, Inc.		12/21/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synovus Bank		
<b>Street Address:</b>	1111 Bay Avenue, Suite 501		
<b>City:</b>	Columbus		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31901		
<b>Entity Type:</b>	Bank: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5496093	QUALPAY	
<b>Registration Number:</b>	4838320	QP QUALPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	kelly.branch@alston.com		
<b>Correspondent Name:</b>	Sam Gunn		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sam Gunn		
<b>SIGNATURE:</b>	/Sam Gunn/		
<b>DATE SIGNED:</b>	01/02/2019		
<b>Total Attachments: 3</b>			
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source=04. Qualpay - TM Security Agreement (Executed)#page2.tif			
source=04. Qualpay - TM Security Agreement (Executed)#page3.tif			

OP \$65.00 5496093

GRANT OF SECURITY INTEREST  
TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QUALPAY, INC., a Delaware corporation (the “Grantor”), on this 21<sup>st</sup> day of December, 2018, hereby grants to SYNOVUS BANK, as Lender (in such capacity, the “Grantee”), a continuing first priority security interest in and Lien on all of the right, title and interest of the Grantor in all of the following property of the Grantor, whether now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as such term is defined in the Security Agreement referred to below): (i) the Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”), and (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Trademark Collateral.


THIS GRANT OF SECURITY INTEREST (this “Grant”) as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as such term is defined in the Security Agreement referred to below), as such term is defined in that certain Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 21, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts (including by telecopy or in electronic (i.e., “pdf” or “tif”) format) and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.


QUALPAY, INC., as Grantor

By:  \_\_\_\_\_

Name: Craig Gass

Title: President and Chief Executive Officer

TRADEMARKS

<b>Trademark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
QUALPAY	Qualpay, Inc.	87/624,694	9/27/2017	5,496,093	6/19/2018
QP QUALPAY & Design 	Qualpay, Inc.	86/495,226	1/5/2015	4,838,320	10/20/2015

TRADEMARK APPLICATIONS

None.