

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM522278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAND NETWORKS, LLC		05/02/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	FAST PAY PARTNERS LLC		
Street Address:	8201 Beverly Blvd Suite 600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4097772	SYNCAPSE	
Registration Number:	4065871	SYNCAPSE	
Registration Number:	3489575	CLICKABLE	
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:	3106519200		
Email:	darny@gofastpay.com		
Correspondent Name:	Darny Sy		
Address Line 1:	8201 Beverly Blvd Suite 600		
Address Line 4:	Los Angeles, CALIFORNIA 90048		
NAME OF SUBMITTER:	Darny Sy		
SIGNATURE:	/s/Darny Sy		
DATE SIGNED:	05/03/2019		
Total Attachments: 5			
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OP \$90.00 4097772

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

May 2, 2019

BRAND NETWORKS, LLC, a Delaware limited liability company ("Debtor"), hereby acknowledges that it has granted to Fast Pay Partners LLC, a Delaware limited liability company ("Secured Party"), a security interest in and to all of such Debtor's right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Loan Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the "Patents"), and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the "Copyrights"), and all actions for infringement concerning each of the foregoing.

Unless and until an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, Debtor shall retain the legal and equitable title to the Trademarks, Patents, and Copyrights, and shall have the right to use and register the Trademarks, Patents, and Copyrights, as applicable, in the ordinary course of business of Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Financing and Security Agreement dated as of May 2, 2019 (the "Loan Agreement"), between Debtor and the Secured Party, as security for the Obligations under and as set forth in the Loan Agreement and other agreements referred to therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Loan Agreement or otherwise.

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[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

DEBTOR:

BRAND NETWORKS, LLC

Signature: *Justin Shepard*
Justin Shepard (May 1, 2013)

By: **Email:** js@bn.co
Name: Justin Shepard
Title: Chief Financial Officer

EXHIBIT A
TRADEMARKS

<u>Registration # (or Application #) and Date</u>	<u>Title</u>	<u>Owner of Record</u>	<u>Country</u>
4097772; 2/14/2012	SYNCAPSE	Brand Networks, LLC	United States
4065871; 12/6/2011	SYNCAPSE	Brand Networks, LLC	United States
3489575; 8/19/2008	CLICKABLE	Brand Networks, LLC	United States

Exhibit A

TRADEMARK
REEL: 006647 FRAME: 0798

EXHIBIT B
PATENTS

None

Exhibit B

TRADEMARK
REEL: 006647 FRAME: 0799

EXHIBIT C
COPYRIGHTS

None

Exhibit C