

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563399

| | | | |
|---|--------------------------|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PAYMERANG, LLC | | 02/21/2020 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 1 East Washington Street | | |
| Internal Address: | Suite 1400 | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85004 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4480740 | AP ADVANTAGE EPAY NETWORK | |
| Registration Number: | 4849118 | AP> AP ADVANTAGE | |
| Registration Number: | 5361178 | PAYMERANG | |
| Registration Number: | 5345291 | | |
| Registration Number: | 5345290 | | |
| Registration Number: | 5338858 | PAYMERANG | |
| Registration Number: | 5338857 | PAYMERANG | |
| Registration Number: | 3931100 | INWORKS | |
| Registration Number: | 3931099 | INWORKS | |
| Registration Number: | 3931098 | INWORKS | |
| Registration Number: | 2558399 | INWORKS | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |

OP \$290.00 4480740

Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1191151 TM |
| NAME OF SUBMITTER: | D'Arcy Conrique |
| SIGNATURE: | /D'Arcy Conrique/ |
| DATE SIGNED: | 02/24/2020 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 21, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **PAYMERANG, LLC**, a Virginia limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of February 21, 2020 (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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent to use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

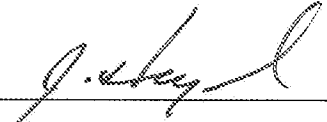
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

PAYMERANG, LLC

By: 
Name: John Heyel
Title: Chief Financial Officer

BANK:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: John Heyel
7401 Beaufort Springs Drive
Suite 300
Richmond, VA 23225
Email: jheyel@paymerang.com

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: legaldepartment@bridgebank.com

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

GRANTOR:

PAYMERANG, LLC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: John Heyel
7401 Beaufort Springs Drive
Suite 300
Richmond, VA 23225
Email: jheyel@paymerang.com

BANK:

WESTERN ALLIANCE BANK

By: _____

Name: AMEER TAMMOU

Title: APP - Relationship Manager

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: legaldepartment@bridgebank.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 16248798

TRADEMARK
REEL: 006870 FRAME: 0218

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

| Description | Registration Date | Serial Number | Registration Number |
|---|--------------------------|----------------------|----------------------------|
| Title: Biznoo Payment Processing Software | Thursday, June 16, 2011 | n/a | TXu001760399 |

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

| Description | Registration Date | Serial Number | Registration Number |
|--|----------------------------|----------------------|----------------------------|
| Word Mark: AP ADVANTAGE EPAY NETWORK - design, words, letters | Tuesday, February 11, 2014 | 85973098 | 4480740 |
| Word Mark: AP> AP ADVANTAGE - words, letter, style | Tuesday, November 10, 2015 | 86382501 | 4849118 |
| Word Mark: PAYMERANG | Tuesday, December 19, 2017 | 87253398 | 5361178 |
| Boomerang Design only - colors purple and magenta | Tuesday, November 28, 2017 | 87395492 | 5345291 |
| Boomerang Design only - Shape only | Tuesday, November 28, 2017 | 87395489 | 5345290 |
| Word Mark: Design Boomerang and paymerang word with colors | Tuesday, November 21, 2017 | 87395487 | 5338858 |
| Word Mark: Design Boomerang and paymerang word - no colors | Tuesday, November 21, 2017 | 87395484 | 5338857 |
| Word Mark: INWORKS - Services | Tuesday, March 15, 2011 | 85091049 | 3931100 |
| Word Mark: INWORKS - Services | Tuesday, March 15, 2011 | 85091040 | 3931099 |
| Word Mark: INWORKS - Services | Tuesday, March 15, 2011 | 85091036 | 3931098 |
| Word Mark: INWORKS - Services | Tuesday, April 9, 2002 | 76164363 | 2558399 |
| Word Mark: INWORKS and INWORKS - Services Registered in Canada | Thursday, August 8, 2013 | n/a | TMA857322 |

EXHIBIT C

PATENTS

Please Check if No Patents Exist