

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577780

<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>
Vesta Corporation		05/22/2020	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>Internal Address:</b>	Attn Mike Lederman		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2197906	1 800 PRE-PAID	
<b>Serial Number:</b>	88451805	1-800-PRE-PAID	
<b>Serial Number:</b>	88472216	CHARGE AHEAD	
<b>Registration Number:</b>	2889413	FLEXPOINTS	
<b>Registration Number:</b>	5498344	POCKET ATM	
<b>Registration Number:</b>	3765584	SINGLEFUND	
<b>Registration Number:</b>	2172372	THE SMARTER WAY TO CALL	
<b>Registration Number:</b>	4855702	VADVANCED	
<b>Registration Number:</b>	2679672	VESTA	
<b>Registration Number:</b>	4855701	VGUARANTEED	
<b>Registration Number:</b>	4818905	VSAFE	
<b>Registration Number:</b>	4846032	VUNIFIED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4242393744		
<b>Email:</b>	susan.yates@btlaw.com		

OP \$315.00 2197906

**Correspondent Name:** Susan Yates  
**Address Line 1:** 2029 Century Park E Ste 300  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

**NAME OF SUBMITTER:** Susan Yates

**SIGNATURE:** /Susan Yates/

**DATE SIGNED:** 05/22/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 22, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **VESTA CORPORATION**, an Oregon corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of May 22, 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.

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.

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

**GRANTOR:**

**VESTA CORPORATION,**  
an Oregon corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

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

Name: THOMAS REIMER

Title: SR. DIRECTOR

Address for Notices:

Attn: Mike Lederman

55 Almaden Blvd, Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**

**REEL: 006945 FRAME: 0201**

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

**GRANTOR:**

VESTA CORPORATION,  
an Oregon corporation

By: Thomas Nebel

Name: Thomas Nebel

Title: CFO

Address for Notices:

Attn: CFO  
5400 Meadows Rd, Suite 500  
Lake Oswego, OR 97035  
Fax: (503) 624 6021

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Mike Lederman  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No 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>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<b>MARK</b>	<b>STATUS</b>	<b>JURISDICTION</b>	<b>REG. NO.</b>	<b>APPLICATION NO.</b>
1-800-PRE-PAID	Registered	United States	2197906	75339102
1-800-PRE-PAID	Pending	United States		88451805
CHARGE AHEAD	Registered	Colombia	1502874	1502874
CHARGE AHEAD	Registered	European Community	1502874	1502874
CHARGE AHEAD	Registered	Germany	1502874	1502874
CHARGE AHEAD	Registered	Mexico	1502874	1502874
CHARGE AHEAD	Registered	Singapore	1502874	1502874
CHARGE AHEAD	Pending	United States		88472216
CHARGE AHEAD	Registered	Wipo	1502874	1502874
FLEXPOINTS	Registered	United States	2889413	75807740
DELAYPAY		Louisiana	65-1314	
POCKET ATM	Registered	United States	5498344	86983871
SINGLEFUND	Registered	United States	3765584	77567972
THE SMARTER WAY TO CALL	Registered	United States	2172372	75206869
VADVANCED	Registered	European Community	1279071	1279071
VADVANCED	Registered	Mexico	1279071	1279071
VADVANCED	Registered	United States	4855702	86603555
VADVANCED	Registered	Wipo	1279071	1279071
VESTA	Registered	United States	2679672	76145275
VGUARANTEED	Registered	European Community	1278327	1278327
VGUARANTEED	Registered	Mexico	1278327	1278327
VGUARANTEED	Registered	United States	4855701	86603551
VGUARANTEED	Registered	Wipo	1278327	1278327
VSAFE	Registered	United States	4818905	86256699

VSAFE	Registered	European Community	013181508	86256699
VUNIFIED	Registered	European Community	1279564	1279564
VUNIFIED	Registered	Mexico	1279564	1279564
VUNIFIED	Registered	United States	4846032	86603559
VUNIFIED	Registered	Wipo	1279564	1279564



**EXHIBIT C****PATENTS**Please Check if No Patents Exist 

<b>APPLICATION N°</b>	<b>FILING DATE</b>	<b>PATENT N°</b>	<b>ISSUE DATE</b>	<b>TITLE</b>	<b>STATUS</b>	<b>COUNTRY</b>
11/527,920	September 27, 2006	H002,252	January 4, 2011	Integrated Precollections System	Issued	US
10/032,900	December 26, 2001	7242922	July 10, 2007	Toll-Free Calling Account Recharge System And Method	Issued - Expires November 26, 2021	US
11/768,054	June 25, 2007	7539480	May 26, 2009	Toll-Free Calling Account Recharge System And Method	Issued	US
12/414,407	March 30, 2009	7979051	July 12, 2011	Toll Free Calling Account Recharge System And Method	Issued	US
14/951,060	November 24, 2015	10489786	November 26, 2019	Optimization Of Fraud Detection Model In Real Time	Issued	US
14/951,087	November 24, 2015	10510078	November 17, 2019	Anomaly Detection In Groups Of Transactions	Issued	US
14/951,119	November 24, 2015	10496992	December 3, 2019	Exclusion Of Nodes Of Link Analysis	Issued	US
14/951,135	November 24, 2015			Training And Selection Of Multiple Fraud Detection Models	Allowed	US