

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583476

<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>
FREEDOMPAY, INC.		06/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL INC., AS AGENT		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5686513	MAKING PAYMENTS SAFER	
<b>Registration Number:</b>	5438745	SECURED BY FREEDOMPAY	
<b>Registration Number:</b>	5291903	FREEDOMPAY	
<b>Registration Number:</b>	2428132	FREEDOM PAY	
<b>Registration Number:</b>	4586980	SEEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	06/29/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of June 29, 2020, by and between HERCULES CAPITAL, INC., a Maryland corporation, as agent ("Agent"), FREEDOMPAY, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantor, and any other parties thereto from time to time (the "Loan Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

### AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, and shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

5. Upon the payment in full and satisfaction of all Secured Obligations and the termination of the Loan Agreement, the security interest granted herein shall terminate and automatically be released. In connection with any termination or release, the Agent shall promptly execute (if applicable) and deliver to Grantor, at Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that Grantor shall reasonably request, in a form reasonably satisfactory to Grantor and Agent, to evidence and/or effectuate such termination or release; provided, however, if Agent does not execute the requested UCC termination statements or similar documents within 15 Business Days of such request, Grantor shall be authorized, as Agent's designee, to file any necessary UCC termination statements or similar documentation (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) to evidence and/or effectuate such termination or release.

6. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

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

Name: Jennifer Choe

Title: Associate General Counsel

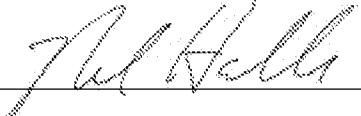
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

FMC Tower at Cira Centre  
South 2929 Walnut Street, Floor  
14 Philadelphia, PA 19104  
Attn: CFO Neal Halbe

GRANTOR:

FREEDOMPAY, INC.

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

Name: Neal Halbe

Title: Chief Financial Officer

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Issue Date</b>
System and method for validation of transaction data	8,494,997	July 23, 2013
Dynamic and recursive transaction gateway system and method	8,495,243	July 23, 2013
Host To Client Payment	13/350814	January 15, 2012
Portable Client And Server Platform	13/350820	January 16, 2012
Portable Pay at the Pump	61/684,387	August 17, 2012
Point of Sale Client Integration Platform	16/267926	February 5, 2019



**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
MAKING PAYMENTS SAFER	86890992	5686513	February 26, 2019
SECURED BY FREEDOMPAY	86890969	5438745	April 3, 2018
FREEDOMPAY	86890950	5291903	September 19, 2017
FREEDOM PAY	75786969	2428132	February 13, 2001
SEEK	85938742	4586980	August 19, 2014
QUICKWAVE	76459324		*
YOUR GATEWAY TO CASHLESS	76091661		*
YOUR CASHLESS ACCOUNT CENTER	76091660		*
VIBE	85551107	4322011	*
NO CASH. NO PROBLEM.	76262980	2694794	*
THUMBS UP	76126200		*
A REVOLUTION WITHOUT CHANGE	76116685		*
NO CASH. NO CARDS. NO PROBLEM.	75832312	2377759	*

\* — indicates dead, abandoned or cancelled trademark