

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handle Financial, Inc.		08/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6064552	HANDLE	
Registration Number:	4491967	PAYNEARME	
Registration Number:	4459424	PAYNEARME	
Registration Number:	5911965	P	
Registration Number:	6071245	PAYNEARME	
Serial Number:	88374016	PAYNEARME	
Registration Number:	4601680	THE PAYMENT PROMISE NETWORK	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1251064		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		

OP \$190.00 6064552

DATE SIGNED:	08/04/2020
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Total Attachments: 7

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- source=TM Cover Sheet with IPSA-Handle Financial#page3.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 3, 2020 by and between **Multiplier Capital II, LP** ("Multiplier" or "Secured Party") and **Handle Financial, Inc.** ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship owned or controlled by Grantor, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral,

including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of, the State of California.

[signatures on next page]

Address of Grantor:

5201 Great America Parkway, Suite 510
Santa Clara, CA 94089

HANDLE FINANCIAL, INC.


Title CEO

Address of Multiplier:

1920 L Street, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Title _____

{Signature Page—Intellectual Property Security Agreement}

Address of Grantor:

5201 Great America Parkway, Suite 510
Santa Clara, CA 94089

HANDLE FINANCIAL, INC.

By _____
Title _____

Address of Multiplier:

1920 L Street, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By  _____
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HANDLE; pending in Canada; classes 9, 36, 42	NA/1860033	NA/9-28-2017
HANDLE; registered in the EU; classes 9, 36, 42	017058082/ 017058082	11-30-2017/ 7- 31-2017
HANDLE; registered in the US; classes 36, 42	6064552/ 87393195	5-26-2020/ 3-30-2017
PAYNEARME; pending in Canada; classes 9, 36, 42	NA/1955616	NA/4-5-2019
PAYNEARME; registered in China; class 36	8957713/ 8957713	4-7-2012/ 12-16-2010
PAYNEARME; registered in China; class 9	8957712/ 8957712	12-28-2011/ 12-16-2010
PAYNEARME; registered in the EU; classes 35, 42, 45	011626439/ 011626439	7-17-2013/ 3-5-2013
PAYNEARME; registered in the EU; classes 9, 35, 36, 42, 45	017890954/ 017890954	9-5-2018/ 4-23-2018
PAYNEARME; registered in the EU; classes 9, 36	009595372/ 009595372	5-6-2011/ 12-14-2010
PAYNEARME; registered in Germany; classes 35, 36, 45	302011025094/ 3020110250944	8-5-2012/ 5-2-2011
PAYNEARME; registered in India; classes 9, 36	2034292/ 2034292	5-15-2015/ 10- 7-2010
PAYNEARME; registered in Japan; classes 9, 36	5531697/ 2010099053	10-26-2012/ 12-21-2010
PAYNEARME; registered in Switzerland; classes 9, 36	616987/ 637052010	7-6-2011/ 12-14-2010
PAYNEARME; registered in the US; class 42	4491967/ 85721832	3-4-2014/ 9-6-2012
PAYNEARME; registered in the US; classes 9, 36	4459424/ 85094745	12-31-2013/ 7- 28-2010
PAYNEARME Logo update; registered in the US; classes 9, 42	5911965/ 88108370	11-19-2019/ 9- 7-2018
PAYNEARME Logo v2; registered in the US; classes 36, 42	6071245/ 88977597	6-2-2020/ 4-5-2019
PAYNEARME Logo v2; pending in the US; class 9	NA/88374016	NA/4-5-2019
THE PAYMENT PROMISE NETWORK; registered in Canada; classes 36, 45	TMA923218/ 1691708	12-11-2015/ 8- 28-2014
THE PAYMENT PROMISE NETWORK; registered in the US; classes 36, 45	4601680/ 77813168	9-9-2014/ 8-26-2009

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Honorary Credit System and Method	US 8,275,699/ US 12/712,990	Issued 09-05-2012/ Filing Date 02-25-2010
System and Method for Facilitating Cash Payment Transactions Using a Mobile Device	US 9,626,701/ US 13/479,135	Issued 04-18-2017/ Filing Date 05-23-2012
Payment Processing with Dynamic Barcodes	US 10,108,946/ US 14/189,007	Issued 10-23-2018/ Filing Date 02-25-2014
Systems and Methods for Cash Payments for Online Gaming	US 10,192,407/ US 14/594,565	Issued 01-29-2019/ Filing Date 01-12-2015
Systems and Methods for Barcode Translation	US 10,592,792 US 14/307,609	Issued 03-17-2020/ Filing Date 06-18-2014
Systems and Methods for Cash Payments for Online Gaming Using Location	NA/ US 16/232,578	NA/ Filing Date 12-26-2018
Payment Processing with Two-Portion Tokens at a Point-of-Service	NA/ US 16/139,348	NA/ Filing Date 09-24-2018
Transaction Validation Using Transaction Instructions Linked to a Token ID	NA/ US 16/506,127	NA/ Filing Date 07-09-2019

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A