

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPay, Inc.		10/15/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6043374	DISPOSITION360	
Registration Number:	5815620	PREFERRED EXPEDITED PAYMENTS	
Registration Number:	5698301	DISBURSEMENT 360	
Registration Number:	5698300	DELIVERY 360	
Registration Number:	5602233	VPAY 360	
Registration Number:	4727733	SUPERSEDE	
Registration Number:	4745363	PRESUMPTIVE ENROLLMENT	
Registration Number:	4952739	TRAVCARD	
Registration Number:	4322060	YOU'VE BEEN VPAID	
Registration Number:	4347844	VPAID	
Registration Number:	3857755	PAID. TODAY.	
Registration Number:	3839239	VCARD	
Registration Number:	3839238	VPAYMENT	
Registration Number:	3432014	VPAY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			

OP \$365.00 6043374

TRADEMARK

Phone: 7349302488
Email: ipfilings@bodmanlaw.com
Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 10/19/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2020, by and between COMERICA BANK ("Bank") and VPay, Inc., a Texas corporation ("Grantor").

RECITALS

A. Bank has made certain advances of money and has agreed to continue to extend certain financial accommodations to Grantor, VPay Holdings, LLC, a Delaware limited liability company ("Parent") and VPay Benefits Corporation, a Texas corporation ("Benefits") and together with Grantor and Parent, "Borrowers" and each, a "Borrower" (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers, dated as of October 15, 2020 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between each Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and any such Borrower, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

The parties agree that the electronic signature of a party to this agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this agreement, and that any electronically signed document (including this agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

VPAY, INC.

3701 West Plano Parkway
Suite 200
Plano, TX 78075
Attn: John Gronen

DocuSigned by:
John Gronen
By: _____
128EAA4D8C1B470...

Name: John Gronen
Title: Chief Financial Officer

Address of Bank:

BANK:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

COMERICA BANK, a Texas banking
association

DocuSigned by:
Charles Fell
By: _____
9C67BD34B285422...

Name: Charles Fell
Title: Vice President

EXHIBIT A

Copyrights

None

[Exhibit A]

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TRADEMARK
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EXHIBIT B**Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
Payment card reconciliation by authorization code	15/131742	4/18/16	10,740,755	8/11/20
Virtual payment card fraud detection	15/087374	3/31/16	10,445,735	10/15/19
Merchant portal system with explanation of benefits	14/833853	8/24/15	10,068,295	9/4/18
Virtual Payment Card Fraud Detection	16/559739	9/4/19	n/a	n/a
Automated service provider payment method	13/440265	4/5/12	8,249,893	8/21/12
Integrated payment and explanation of benefits presentation method for healthcare providers	13/495492	6/13/12	8,332,238	12/11/12
Dynamic bin allocation for payment card transactions	14/028040	9/16/13	8,694,431	4/8/14
Method of providing secure payment and transaction reconciliation	12/622976	11/20/09	8,744,961	6/3/14
Check View System with Embedded Explanation of Benefits	13/709717	12/10/12	9,117,207	8/25/15
Direct Payment Method Using Gateway Exception Handling	14/573113	12/17/14	9,799,026	10/24/17
Medical benefits payment system	13/358620	1/26/12	RE43904	1/1/13
Medical benefits payment system	13/715053	12/14/12	RE44748	2/4/14

EXHIBIT C**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
DISPOSITION360	88/139349	10/2/18	6,043,374	4/28/20	VPay, Inc. (a Texas corporation)
PREFERRED EXPEDITED PAYMENTS	88/339445	3/14/19	5,815,620	7/23/19	VPay, Inc. (a Texas corporation)
DISBURSEMENT 360	87/557014	8/4/17	5,698,301	3/12/19	VPay, Inc. (a Texas corporation)
DELIVERY 360	87/556992	8/4/17	5,698,300	3/12/19	VPay, Inc. (a Texas corporation)
VPAY 360	87/408820	4/12/17	5,602,233	11/6/18	VPay, Inc. (a Texas corporation)
SUPERSEDE	86/400232	9/19/14	4,727,733	4/28/15	VPay, Inc. (a Texas corporation)
PRESUMPTIVE ENROLLMENT	86/289497	5/22/14	4,745,363	5/26/15	VPay, Inc. (a Texas corporation)
TRAVCARD	86/558929	3/10/15	4,952,739	5/3/16	VPay, Inc. (a Texas corporation)
YOU'VE BEEN VPAID	85/574507	3/20/12	4,322,060	4/16/13	VPay, Inc. (a Texas corporation)
VPAID	85/574499	3/20/12	4,347,844	6/4/13	VPay, Inc. (a Texas corporation)
PAID. TODAY.	77/732612	5/8/09	3,857,755	10/5/10	VPay, Inc. (a Texas corporation)
VCARD	77/847279	10/13/09	3,839,239	8/24/10	VPay, Inc. (a Texas corporation)
VPAYMENT	77/847275	10/13/09	3,839,238	8/24/10	VPay, Inc. (a Texas corporation)
VPAY	77/053186	11/29/06	3,432,014	5/20/08	VPay, Inc. (a Texas corporation)

[Exhibit C]

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RECORDED: 10/19/2020**TRADEMARK
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