

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREEDOMPAY, INC.		05/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET, SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2428132	FREEDOM PAY	
Registration Number:	5686513	MAKING PAYMENTS SAFER	
Registration Number:	5438745	SECURED BY FREEDOMPAY	
Registration Number:	5291903	FREEDOMPAY	
Serial Number:	90028882	NEXT LEVEL COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		
DATE SIGNED:	05/27/2021		
Total Attachments: 6			

CH \$140.00 2428132

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AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of May 11, 2021 by and between **PACIFIC WESTERN BANK** (“**Bank**”) and **FREEDOMPAY, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (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 extend and to continue to extend financial accommodations to Grantor, 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 Grantor 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, 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 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.

This Agreement is intended to and does completely amend and restate, without novation, that certain Intellectual Property Security Agreement, dated as of July 3, 2013, by and between Grantor and Bank (as successor-in-interest by merger to Square 1 Bank) (the “**Original Agreement**”). All security interests granted by Grantor under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations.

SIGNATURE PAGE FOLLOWS

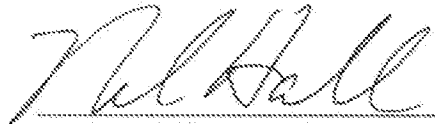
IN WITNESS WHEREOF, each party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

FREEDOMPAY, INC.

2929 Walnut Street, 14th Floor
Philadelphia, PA 19104

By: 

Name: Neal Halbe

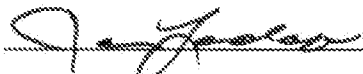
Title: CFO

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

By: 

Name: James Londono

Title: Senior VP

[Signature Page to Amended and Restated Intellectual Property Security Agreement]


EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B
PATENTS

Description	Application or Number	Application or Issue Date
DYNAMIC AND RECURSIVE TRANSACTION GATEWAY SYSTEM AND METHOD	8495243	07/23/2013
SYSTEM AND METHOD FOR VALIDATION OF TRANSACTION DATA	8494997	7/23/2013
POINT OF SALE CLIENT INTEGRATION PLATFORM	16267926	02/05/2019

EXHIBIT C
TRADEMARKS

Description	Serial or Registration Number	Registration or Filing Date
Freedom Pay	2428132	02/13/2001
Making Payments Safer	5686513	02/26/2019
Secured by FreedomPay	5438745	04/03/2018
FreedomPay	5291903	09/19/2017
 HIGH LEVEL COMMERCE	90028882	6/30/2020