

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725509

| | | | |
|---|----------------------------------|-------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Western Alliance Bank | | 05/02/2022 | Corporation: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Vesta Corporation | | |
| Street Address: | 5400 Meadows Rd, Suite 500 | | |
| City: | Lake Oswego | | |
| State/Country: | OREGON | | |
| Postal Code: | 97035 | | |
| Entity Type: | Corporation: OREGON | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2197906 | 1 800 PRE-PAID | |
| Serial Number: | 88451805 | 1-800-PRE-PAID | |
| Serial Number: | 88472216 | CHARGE AHEAD | |
| Registration Number: | 2889413 | FLEXPOINTS | |
| Registration Number: | 5498344 | POCKET ATM | |
| Registration Number: | 3765584 | SINGLEFUND | |
| Registration Number: | 2172372 | THE SMARTER WAY TO CALL | |
| Registration Number: | 4855702 | VADVANCED | |
| Registration Number: | 2679672 | VESTA | |
| Registration Number: | 4855701 | VGUARANTEED | |
| Registration Number: | 4818905 | VSAFE | |
| Registration Number: | 4846032 | VUNIFIED | |
| 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: | 2122844980 | | |
| Email: | larissa.baker@freshfields.com | | |
| Correspondent Name: | Larissa Baker, Paralegal Manager | | |
| Address Line 1: | 601 Lexington Ave. | | |

OP \$315.00 2197906

Address Line 2: Freshfields Bruckhaus Deringer LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Larissa Baker

SIGNATURE: /Larissa Baker/

DATE SIGNED: 05/03/2022

Total Attachments: 8

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Western Alliance
Bank

Member FDIC

May 2, 2022

Vesta Corporation
5400 Meadows Rd 5th Fl
Lake Oswego, OR 97035

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of May 2, 2022, by Western Alliance Bank, an Arizona corporation ("Lender") in favor of Vesta Corporation, an Oregon corporation "Grantor".

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of May 22, 2020, as may have been amended from time to time between Lender and Grantor (the "Loan Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B and C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark Office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: PJ Embalsado
Name: Peejay Embalsado
Title: Senior Loan Servicing Officer

Enclosures

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: 007710 FRAME: 0805

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> |
|----------------------|---------------|---|---------------------------------|---------------------|-----------------------|
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EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

| MARK | STATUS | JURISDICTION | REG. NO. | APPLICATION NO. |
|-------------------------|---------------|---------------------|-----------------|------------------------|
| 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 |

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|----------|------------|--------------------|-----------|----------|
| 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

| APPLICATION N° | FILING DATE | PATENT N° | ISSUE DATE | TITLE | STATUS | COUNTRY |
|-----------------------|--------------------|------------------|-------------------|---|------------------------------------|----------------|
| 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 |