

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYMERANG, LLC		03/31/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4480740	AP ADVANTAGE EPAY NETWORK	
Registration Number:	4849118	AP> AP ADVANTAGE	
Registration Number:	5361178	PAYMERANG	
Registration Number:	5345291		
Registration Number:	5345290		
Registration Number:	5338858	PAYMERANG	
Registration Number:	5338857	PAYMERANG	
Registration Number:	3931100	INWORKS	
Registration Number:	3931099	INWORKS	
Registration Number:	3931098	INWORKS	
Registration Number:	2558399	INWORKS	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$290.00 4480740

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1940631 TM IPSA

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 04/04/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 31, 2023 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **PAYMERANG, LLC**, a Virginia limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of March 31, 2023 (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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent to use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PAYMERANG, LLC

By:  _____

Name: John Heyel

Title: Chief Financial Officer

Address for Notices:

Attn: John Heyel
7401 Beaufort Springs Drive
Suite 300
Richmond, VA 23225
Email: jheyel@paymerang.com

BANK:

WESTERN ALLIANCE BANK

By:  _____

Name: Bill Fields

Title: Vice President

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: legaldepartment@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

Description	Registration Date	Serial Number	Registration Number
Title: Biznoo Payment Processing Software	Thursday, June 16, 2011	n/a	TXu001760399

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

Description	Registration Date	Serial Number	Registration Number
Word Mark: AP ADVANTAGE EPAY NETWORK - design, words, letters	Tuesday, February 11, 2014	85973098	4480740
Word Mark: AP> AP ADVANTAGE - words, letter, style	Tuesday, November 10, 2015	86382501	4849118
Word Mark: PAYMERANG	Tuesday, December 19, 2017	87253398	5361178
Boomerang Design only - colors purple and magenta	Tuesday, November 28, 2017	87395492	5345291
Boomerang Design only - Shape only	Tuesday, November 28, 2017	87395489	5345290
Word Mark: Design Boomerang and paymerang word with colors	Tuesday, November 21, 2017	87395487	5338858
Word Mark: Design Boomerang and paymerang word - no colors	Tuesday, November 21, 2017	87395484	5338857
Word Mark: INWORKS - Services	Tuesday, March 15, 2011	85091049	3931100
Word Mark: INWORKS - Services	Tuesday, March 15, 2011	85091040	3931099
Word Mark: INWORKS - Services	Tuesday, March 15, 2011	85091036	3931098
Word Mark: INWORKS - Services	Tuesday, April 9, 2002	76164363	2558399
Word Mark: INWORKS and INWORKS - Services Regostered in Canada	Thursday, August 8, 2013	n/a	TMA857322

EXHIBIT C

PATENTS

Please Check if No Patents Exist