

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINPAY, LLC		12/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5340943	FINPAY	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	01/17/2024		
Total Attachments: 6			
source=Finpay_-_IP_Security_Agreement#page1.tif			
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OP \$40.00 5340943

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 19, 2023 by and among FINPAY HOLDINGS, INC., a Delaware corporation (“**Parent**”), FINPAY, LLC, a Delaware limited liability company (“**Finpay**”), FINPAY MEDICREDIT, LLC, a Delaware limited liability company (“**Medicredit**”) and AVIDBANK, a California corporation (“**Bank**”). Parent, Finpay and Medicredit are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal E-SIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

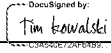
[SIGNATURE PAGE FOLLOWS]

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

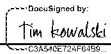
GRANTORS:

FINPAY HOLDINGS, INC.

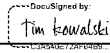
Address of Grantors:
700 South Henderson Road
King of Prussia, PA 19406
Attn: John Ziegler, CFO

By: 
Name: Tim Kowalski
Title: President and CEO

FINPAY, LLC

By: 
Name: Tim Kowalski
Title: President and CEO

FINPAY MEDICREDIT, LLC

By: 
Name: Tim Kowalski
Title: President and CEO

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

BANK:

AVIDBANK

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Bob Foley

By: _____

DocuSigned by:
Porter McKay
DF0EE128EA3287

Name: _____

Porter McKay

Title: _____

Senior Vice President

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Finpay, LLC	FINPAY	86037423	5340943	November 21, 2017