FORM PTO-1594 U.S. DEPARTMENT OF COMMERCE (Rev. 07/05) United States Patent and Trademark Office OMB No. 0651-0027 (exp. 06/30/2008) 103439575 To the Director of the U.S. Patent . Locuments or the new address(es) below. 1. Name of conveying party(ies): 2. Name and address of receiving party(les): US DATAWORKS, INC. Additional name(s) of conveying parties attached? Tyes X No Name: SILICON VALLEY BANK Internal Address HF 154 ☐ Association ☐ Individual(s) Limited Partnership General Partnership Street Address: 3003 TASMAN DRIVE Corporation-State City SANTA CLARA ☐ Other State CA Country USA Additional name(s) of conveying parties attached? 

Yes 

No 3. Nature of conveyance/ Execution Date(s): Zip 95054 Execution Date(s): 8-10-07 Association Citizenship General Partnership Citizenship Citizenship Limited Partnership Merger ☐ Assignment Corporation Citizenship ☐ Change of Name Other Citizenship XSecurity Agreement If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Other 4. Application number(s) or registration number(s) and identification or description of the Trademark: A. Trademark Application No.(s) B. Trademark Registration No.(s) 3,059,532 2,896,127 2,896,126 2,896,128 2,896,129 77/087,951 78/484,328 78/326,969 78/499.909 78/533,323 78/534.651 78/533,320 C. Identification or Description of Trademark(s) (and Filing Date if Application or Additional sheets attached? ☐ Yes ⊠ No Registration Number is unknown): 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved; 17 concerning document should be mailed: Name: Silicon Valley Bank 7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$315.00 Authorized to be charged by credit card Internal Address: Loan Collateral HF154 Authorized to be charged to deposit account 음음 Street Address: 3003 Tasman Dr. 88 8. Payment Information: 00000001 7708795 ZIP: 95054 City: Santa Clara State: CA a. Credit Card Last 4 Numbers Phone Number: (408) 654-4042 **Expiration Date** Fax Number: (408) 654-6313 b. Deposit Account Number **Authorized User Name** Email Address: amd-collateral requests@svbank.com 9. Signature. Signature Total number of pages including cover sheet, attachments, and document: Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003609 FRAME: 0922

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement")dated as of August 10, 2007 (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and US DATAWORKS, INC., a Nevada corporation ("Grantor").

#### RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

#### **AGREEMENT**

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:	GRANTOR:	
SILICON VALLEY BANK	US DATAWORKS, INC., a Nevada corporation	
(Signatura)	(Signature)	
(Signature)	CEO (Title)	

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#### **AGREEMENT**

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SILICON VALLEY BANK

US DATAWORKS, INC.,
a Nevada corporation

(Signature)

CEO
(Title)

(Title)

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## **EXHIBIT A**

Copyrights

Description

Registration/Application
Number

Registration/Application <u>Date</u>

1

## **EXHIBIT B**

Patents

Description

Registration/Application
Number

Registration/Application <u>Date</u>

1

TRADEMARK REEL: 003609 FRAME: 0926

# **EXHIBIT C**

## Trademarks

Description	Registration/Application Number	Registration/Application <u>Date</u>
Clearingworks	3,059,532	2/14/06
Mcomm	77/087951	1/22/07
Returnworks	2,896,127	10/19/04
Remitworks	2,896,126	10/19/04
Micrworks	2,896,128	10/19/04
Micrworks Lite	2,896,129	10/19/04
We Clear Everything	78/484,328	12/20/05
Electronification	78/326,969	4/14/05
Credit Push	<b>78</b> /533,320	12/13/05
Нуреграу	78/533,323	11/29/05
Hyperpayment	78/499,909	12/20/05
Webdebit	78/534,651	1/3/06

TRADEMARK REEL: 003609 FRAME: 0927 **EXHIBIT D** 

Mask Works

Description

Registration/Application
Number

Registration/Application <u>Date</u>

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TRADEMARK REEL: 003609 FRAME: 0928

**RECORDED: 08/23/2007**