

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Digital Payment Technologies Corp.</td> <td></td> <td>10/31/2012</td> <td>a corporation incorporated under the laws of Canada: CANADA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Digital Payment Technologies Corp.		10/31/2012	a corporation incorporated under the laws of Canada: CANADA										
Name	Formerly	Execution Date	Entity Type																		
Digital Payment Technologies Corp.		10/31/2012	a corporation incorporated under the laws of Canada: CANADA																		
RECEIVING PARTY DATA																					
<table border="1"> <tr> <td>Name:</td> <td>Comerica Bank</td> </tr> <tr> <td>Street Address:</td> <td>Suite 2210, 200 Bay Street</td> </tr> <tr> <td>Internal Address:</td> <td>South Tower, Royal Bank Plaza</td> </tr> <tr> <td>City:</td> <td>Toronto, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M5J 2J2</td> </tr> <tr> <td>Entity Type:</td> <td>a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS</td> </tr> </table>				Name:	Comerica Bank	Street Address:	Suite 2210, 200 Bay Street	Internal Address:	South Tower, Royal Bank Plaza	City:	Toronto, Ontario	State/Country:	CANADA	Postal Code:	M5J 2J2	Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS				
Name:	Comerica Bank																				
Street Address:	Suite 2210, 200 Bay Street																				
Internal Address:	South Tower, Royal Bank Plaza																				
City:	Toronto, Ontario																				
State/Country:	CANADA																				
Postal Code:	M5J 2J2																				
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS																				
PROPERTY NUMBERS Total: 5																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3730601</td> <td>INTELLA-PAY</td> </tr> <tr> <td>Registration Number:</td> <td>3991473</td> <td>D1GITAL PAYMENT TECHNOLOGIES</td> </tr> <tr> <td>Registration Number:</td> <td>4007929</td> <td>DIGITAL PAYMENT TECHNOLOGIES</td> </tr> <tr> <td>Registration Number:</td> <td>3400204</td> <td>LUKE</td> </tr> <tr> <td>Registration Number:</td> <td>3350428</td> <td>SHELBY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3730601	INTELLA-PAY	Registration Number:	3991473	D1GITAL PAYMENT TECHNOLOGIES	Registration Number:	4007929	DIGITAL PAYMENT TECHNOLOGIES	Registration Number:	3400204	LUKE	Registration Number:	3350428	SHELBY
Property Type	Number	Word Mark																			
Registration Number:	3730601	INTELLA-PAY																			
Registration Number:	3991473	D1GITAL PAYMENT TECHNOLOGIES																			
Registration Number:	4007929	DIGITAL PAYMENT TECHNOLOGIES																			
Registration Number:	3400204	LUKE																			
Registration Number:	3350428	SHELBY																			
CORRESPONDENCE DATA																					
Fax Number:	7349302494																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	734-761-3780																				
Email:	asujek@bodmanlaw.com																				
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC																				

OP \$140.00 3730601

Address Line 1: 201 South Division, Suite 400  
Address Line 4: ANN ARBOR, MICHIGAN 48104

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Angela Alvarez Sujek
--------------------	----------------------

Signature:	/Angela Alvarez Sujek/
------------	------------------------

Date:	11/01/2012
-------	------------

Total Attachments: 7  
source=Digital Payment Technologies IPSA#page1.tif  
source=Digital Payment Technologies IPSA#page2.tif  
source=Digital Payment Technologies IPSA#page3.tif  
source=Digital Payment Technologies IPSA#page4.tif  
source=Digital Payment Technologies IPSA#page5.tif  
source=Digital Payment Technologies IPSA#page6.tif  
source=Digital Payment Technologies IPSA#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2012, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and DIGITAL PAYMENT TECHNOLOGIES CORP., a corporation incorporated under the laws of Canada ("Debtor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement between Bank and Debtor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain General Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

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 the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Intellectual Property (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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Intellectual Property Security Agreement, the Security 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.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's

Detroit\_1227940\_1

approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

[Signatures on following page]

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

Address of Debtor:

6760 56th Street Dr., Ste 230  
Burnaby, BC V5C 0C6

DEBTOR:

CRYAL PAYMENT TECHNOLOGIES CORP., a  
corporation incorporated under the laws of Canada

By: 

Name: Kim Dore

Title: Chief Executive Officer

Address of Secured Party:

Commerce Bank  
Suite 2210, 277 Bay Street  
South Tower, Royal Bank Plaza  
Toronto, Ontario, M5T 2B2  
Attn: \_\_\_\_\_

SECURED PARTY:

COMMERCE BANK

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

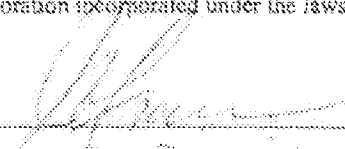
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

4260 Still Creek Dr., Ste 330  
Burnaby, BC V5C 6C6

DEBTOR:

**DIGITAL PAYMENT TECHNOLOGIES CORP.**, a  
corporation (incorporated under the laws of Canada

By: 

Name: John Francine

Title: Chief Executive Officer

Address of Secured Party:

Comerica Bank  
Suite 2210, 200 Bay Street  
South Tower, Royal Bank Plaza  
Toronto, Ontario, M5J 2J2  
Attn: .....

SECURED PARTY:

**COMERICA BANK**

By: .....

Name: .....

Title: .....

EXHIBIT A

United States Copyrights

None.

Detroit\_1227940\_1

EXHIBIT B

United States Patents

<i>Country</i>	<i>Application/ Patent No.</i>	<i>Date of Patent</i>	<i>Title</i>
US	D510,751	October 18, 2005	AUTOMATED PAYMENT STATION

Detroit\_J227940\_1



EXHIBIT C

United States Trademarks

<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Mark</i>
77/610,209	November 7, 2008	3,730,601	December 29, 2009	INTELLA-PAY
77/610,233	November 7, 2008	3,991,473	July 12, 2011	DIGITAL PAYMENT TECHNOLOGIES
77/610,244	November 7, 2008	4,007,929	August 9, 2011	DIGITAL PAYMENT TECHNOLOGIES
78/974,252	September 14, 2006	3,400,204	March 18, 2008	LUKE
78/974,255	September 14, 2006	3,350,428	December 4, 2007	SHELBY

Detroit\_1227940\_1