

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYSPAN, INC.,	FORMERLY Payformance Corporation	11/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3459497	MPAY	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1572 PAYSPAN		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$40.00 3459497

Signature:	/Erin O'Brien/
Date:	05/05/2013
Total Attachments: 6 source=Payspan signed IPSA updated after mPay acq#page1.tif source=Payspan signed IPSA updated after mPay acq#page2.tif source=Payspan signed IPSA updated after mPay acq#page3.tif source=Payspan signed IPSA updated after mPay acq#page4.tif source=Payspan signed IPSA updated after mPay acq#page5.tif source=Payspan signed IPSA updated after mPay acq#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2012 by and between COMERICA BANK ("Bank") and PAYSPAN, INC., a Delaware corporation, formerly known as Payformance Corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and PAYSPAN HOLDING CORP. (collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Loan 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.

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

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 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.

GRANTOR:

Address of Grantor:

7751 Belfort Parkway, Suite 200
Jacksonville, FL 32258

Attn:

PAYSPAN, INC.

By: 

Title: Kevin Arner, CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____

Title: _____

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GRANTOR:

Address of Grantor:

7751 Belfort Parkway, Suite 200
Jacksonville, FL 32258

Attn:

PAYSPAN, INC.

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____
Title: _____


A handwritten signature in black ink is written over the signature line. To the right of the signature, the initials "VP" are written in black ink.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Check based online payment and verification system and method	7,069,250	06/27/06
Check authorization system and method	7,006,632	02/28/06
Self-authenticating negotiable documents	6,170,744	01/09/01
Customizable payment and method	12/816,896	06/16/10
Systems and methods for facilitating healthcare cost remittance, adjudication, and reimbursement processes	12/572,887	10/02/09
System and methods for automated payment for health care services utilizing health savings accounts	11/648,900	01/03/07
Creating counterfeit-resistant self-authenticating documents using cryptographic and biometric techniques	09/987,009	11/13/01
Check based online payment and verification system and method	09/976,056	10/15/01
Check authorization system and method	7,752,136	07/06/10
Check authorization system and method	7,747,530	06/29/10
Customizable payment system and method	11/352,407	02/13/06
Medical payment system with delayed settlement	12/235,786	09/22/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
SUNESIS	85/685,464	07/24/12
XPRESSPAY NETWORK	85/663,454	06/27/12
XPN	85/663,443	06/27/12
HEALTHCARE PAYMENTS EXCHANGE	85/685,573	07/24/12
HPX	85/685,555	07/24/12
VERUS	85/685,496	07/24/12
(DESIGN)	85/501,011	12/21/11
EMPOWERING THE HEALTHCARE ECONOMY	85/501,008	12/21/11
PAYSPAN	2,991,313	09/06/05
PAYFORMANCE	2,382,127	09/05/00
MPAY	3,459,497	07/01/08