

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Springbok Services, Inc.	08/07/2009
<b>RECEIVING PARTY DATA</b>	
Name:	The Bancorp Bank
Street Address:	1818 Market Street
Internal Address:	28th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12146990
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(215)851-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-851-8522
Email:	rjacobsmeadway@eckertseamans.com, kgarcia@eckertseamans.com
Correspondent Name:	Roberta Jacobs-Meadway
Address Line 1:	50 S. 16th Street
Address Line 2:	Two Liberty Place, 22nd Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19102
ATTORNEY DOCKET NUMBER:	440320.00017 / BANCORP
NAME OF SUBMITTER:	Roberta Jacobs-Meadway
Total Attachments: 3 source=SPRINGBOK_BANCORP_SECURITY INTEREST (M0758094)#page1.tif	

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**PATENT**  
**REEL: 023200 FRAME: 0777**

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Confirmatory Grant of a Security Interest in Intellectual Property

**THIS CONFIRMS** a Grant of a Security Interest in Intellectual Property (the "**Confirmation**") from Springbok Services, Inc., a Delaware corporation with its chief executive offices located at 345 Inverness Drive, Englewood, CO 80122-5890 ("**Borrower**"), to The Bancorp Bank, a Delaware corporation with its chief executive offices located at 1818 Market Street, 28<sup>th</sup> Floor, Philadelphia, PA 19103 ("**Bank**") pursuant to the terms of a certain Loan and Security Agreement (the "**Loan Agreement**"), dated August 14, 2009. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Loan Agreement.

RECITALS:

Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a first lien and continuing security interest in all General Intangibles of Borrower, including, without limitation, all of Borrower's right, title, and interest in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Loan Agreement), including, but not limited to Patents, Patent Applications, Copyrights and Trademarks, together with the goodwill of the business symbolized by Borrower's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby confirms that it has granted to Bank a first lien and continuing security interest in all of Borrower's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Intellectual Property"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, any Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application; and

(4) all Patents and Patent Applications, including, without limitation, any Patent or Patent Application referred to in Schedule 1.

Borrower hereby acknowledges and affirms that the rights and remedies of Bank with respect to the liens and security interests in the Intellectual Property set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Confirmatory Grant of a Security Interest in Intellectual Property in duplicate original, on August \_\_\_\_, 2009.

SPRINGBOK SERVICES, INC.

By: [Signature]  
Name: Taylor Ohlser  
Title: CEO

Accepted:

THE BANCORP BANK

By: [Signature]  
Name: Brian R Ford Jr  
Title: V.P.

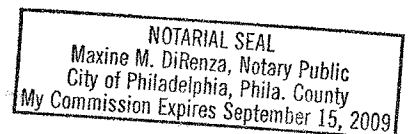
### CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : SS.

On this 7th day of August, 2009, before me, the undersigned, personally appeared Taylor Ohlser, the CEO of Springbok Services, Inc., a Delaware corporation, who acknowledged that he, as such officer of such company, being authorized to do so, executed the foregoing instrument on behalf of such company for the purposes therein contained, as the company's voluntary act and deed by virtue of the direction of the authority of its member.

[Signature]  
Notary Public  
My Commission Expires:

[NOTARY SEAL]



# **SCHEDULE 1 – INTELLECTUAL PROPERTY**

<b>Trademark Applications and Registrations</b>		
<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>
AGILE, SECURE & POWERFUL PREPAID SOLUTIONS	78/790,738	3,299,714
AGILE, SECURE & POWERFUL PREPAID SOLUTIONS	78/790,733	3,295,429
ASCEND	77/533,479	
EMPLOYEE GIFT GIVING MADE EASY	77/020,524	3,281,504
ENPAY	77/653,888	
ENPAY (Stylized)	77/653,895	
EZSPEND	77/653,900	
PEP	77/329,055	
POWERING PREPAID	78/768,441	3,299,624
POWERING PREPAID	78/768,447	3,464,162
PREPAID ENTERPRISE PLATFORM	77/329,060	
PROKNOW	78/822,642	3,295,497
SPRINGBOARD	77/514,800	
SPRINGBOK	78/768,437	3,299,622
SPRINGBOK	78/768,438	3,299,623
SPRINGBOK and Design	77/548,442	
SPRINGBOK and Design	77/548,445	
SPRINGBOK SERVICES and Design	78/768,436	3,410,601
SPRINGBOK SERVICES and Design	78/768,288	3,464,161

<b>Patents</b>	
<b>Application No.:</b>	12/146,990 <b>Inventors:</b> Tim Birk, Jason Duval, Taylor Ohlsen
<b>Title:</b>	METHOD AND SYSTEM FOR GATHERING AND REPORTING DATA ASSOCIATED WITH A CARDHOLDER'S USE OF A PREPAID DEBIT CARD