

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3816066

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the GRANT OF SECURITY INCORRECTLY LISTING COMERICA BANK AS RECEIVING PARTY previously recorded on Reel 038165 Frame 0407. Assignor(s) hereby confirms the GRANT OF SECURITY TO HERITAGE BANK OF COMMERCE.	
CONVEYING PARTY DATA		
Name		Execution Date
STITCH NETWORKS CORPORATION		03/29/2016
RECEIVING PARTY DATA		
Name:	HERITAGE BANK OF COMMERCE	
Street Address:	150 SOUTH ALMADEN BLVD.	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6021626	
CORRESPONDENCE DATA		
Fax Number:	(858)550-6420	
<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:	858-550-6433	
Email:	jmfitzpatrick@cooley.com	
Correspondent Name:	JENNIFER FITZPATRICK	
Address Line 1:	C/O COOLEY LLP	
Address Line 2:	4401 EASTGATE MALL	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	308012-121 USA TECH	
NAME OF SUBMITTER:	JENNIFER FITZPATRICK	
SIGNATURE:	/JENNIFER FITZPATRICK/	
DATE SIGNED:	04/05/2016	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2016 by and between HERITAGE BANK OF COMMERCE, a California corporation ("Bank") and STITCH NETWORKS CORPORATION ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to USA Technologies, Inc. ("Parent") under that certain Loan and Security Agreement by and between Bank and Parent dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Unconditional Guaranty dated of even date herewith by Grantor in favor of and for the benefit of Bank, Grantor has granted to Bank a security interest in the property described in Exhibit A to the Unconditional Guaranty.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure Parent's Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Grantor represents and warrants that Schedules A, B and C attached hereto set forth any and all Intellectual Property 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. Bank shall release and terminate its security interest in Grantor's Intellectual Property upon satisfaction of Parent's Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of the Loan Agreement), and shall execute and deliver such further instruments and take such further action as may reasonably be requested by Grantor or Parent to effect the release and termination of such security interest and to re-vest in Grantor the full title to the 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.

[SIGNATURE PAGE FOLLOWS]

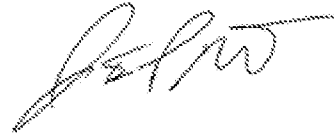
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

100 Deerfield Lane, Suite 140
Malvern, PA 19355
Attn: Chief Financial Officer
Fax: 610-989-0344
Email: lmaxwell@usatech.com

STITCH NETWORKS CORPORATION



By: _____

Name: Stephen P. Herbert

Title: Chairman and Chief Executive Officer

BANK:

Address of Bank:

150 South Almaden Blvd.
San Jose, CA 95113
Attn: Mike Hansen
Fax: (408) 947-6910
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE

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.

GRANTOR:

Address of Grantor:

100 Deerfield Lane, Suite 140
Malvern, PA 19355
Attn: Chief Financial Officer
Fax: 610-989-0344
Email: lmaxwell@usatech.com

STITCH NETWORKS CORPORATION

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

150 South Almaden Blvd.
San Jose, CA 95113
Attn: Mike Hansen
Fax: (408) 947-6910
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE

By: Karla Schader

Name: KARLA SCHADER

Title: VP

SCHEDULE A

Copyrights

If None, check this box: ☒

SCHEDULE B

Patents

<u>Description</u>	Patent / Application <u>Number</u>	Issue /Application <u>Date</u>
Forming, Packaging, Storing, Displaying and Selling Clothing Articles	6,021,626	02/08/2000

SCHEDULE C

Trademarks

If None, check this box: ☒