

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5435604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BOOST PAYMENT SOLUTIONS, INC.	03/21/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NORTH ATLANTIC VENTURE FUND V, L.P.
<b>Street Address:</b>	TWO CITY CENTER
<b>City:</b>	PORTLAND
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04101
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61546412
<b>Application Number:</b>	13649935
<b>Application Number:</b>	16024114
<b>Application Number:</b>	62784594
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)977-4405
<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>	
<b>Phone:</b>	3129774400
<b>Email:</b>	tefiester@nixonpeabody.com
<b>Correspondent Name:</b>	ELIZABETH W. BAIO
<b>Address Line 1:</b>	70 WEST MADISON STREET, SUITE 3500
<b>Address Line 2:</b>	NIXON PEABODY LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602
<b>ATTORNEY DOCKET NUMBER:</b>	073235-000015
<b>NAME OF SUBMITTER:</b>	ELIZABETH W. BAIO
<b>SIGNATURE:</b>	/Elizabeth W. Baio/
<b>DATE SIGNED:</b>	03/22/2019
<b>Total Attachments: 5</b>	
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## SECURITY AGREEMENT (PATENTS)

This SECURITY AGREEMENT (PATENTS) (this “**Agreement**”) is made as of March 21, 2019 by and between BOOST PAYMENT SOLUTIONS, INC., a Delaware corporation, having its principal place of business located at 767 Third Avenue, New York, NY 10017 (the “**Borrower**”), and NORTH ATLANTIC VENTURE FUND V, L.P., a Delaware limited partnership having its principal place of business located at Two City Center, Portland, ME 04101 (the “**Purchaser**”).

All capitalized terms not defined herein but defined in the Pledge and Security Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement**”) by and between the Borrower and the Purchaser, shall have the meanings given to such terms in the Security Agreement.

### Preliminary Statements:

WHEREAS, pursuant to that certain Purchase Agreement, dated of even date herewith by and between the Borrower and the Purchaser (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Purchase Agreement**”), the Borrower is issuing and selling, and Purchaser is purchasing from the Borrower, that certain 12.00% Subordinated Secured Debenture due March 21, 2025 (the “**Debenture**”), made payable to the order of Purchaser;

WHEREAS, the Borrower owns the patents and the patent applications set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Patents**”); and

WHEREAS, in order to induce the Purchaser to enter into the Purchase Agreement, and as a supplement to the Security Agreement, the Purchaser has requested, and the Borrower has agreed to enter into this Agreement.

NOW, THEREFORE, in order to induce the Purchaser to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Purchaser as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement), the Borrower does hereby grant to the Purchaser a continuing security interest in and to the Patents and all General Intangibles connected with the use of or related to any and all Patents (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Patents and the use thereof), together with all registrations of the Patents and the applications therefor, all in accordance with and subject to the terms and provisions of the Security Agreement.

2. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Purchaser pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the security interest in the Patents made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations (as defined in the Purchase Agreement) and would be owed by the Borrower to Purchaser, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

3. If the Borrower shall obtain rights to any new Patents, the provisions of this Agreement shall automatically apply thereto. The Borrower shall give notice in writing to Purchaser in accordance with the terms of the Security Agreement with respect to any such new Patents or renewal or extension of any registration of such Patent. Without limiting the Borrower's obligations under this Section, the Borrower hereby authorizes Purchaser unilaterally to modify this Agreement by amending Schedule 1 to include any such new Patent of the Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Patents, whether or not listed on Schedule 1.

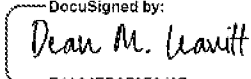
4. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

**BORROWER:**

BOOST PAYMENT SOLUTIONS, INC.

By:  \_\_\_\_\_  
Name: Dean M. Leavitt  
Title: Chief Executive Officer

**PURCHASER:**

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS  
V, LLC, its General Partner

By: \_\_\_\_\_  
Name: David M. Coit  
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

**BORROWER:**

BOOST PAYMENT SOLUTIONS, INC.

By: \_\_\_\_\_

Name: Dean M. Leavitt

Title: Chief Executive Officer

**PURCHASER:**

NORTH ATLANTIC VENTURE FUND V, L.P.

By: NORTH ATLANTIC INVESTORS  
V, LLC, its General Partner

By: \_\_\_\_\_

Name: David M. Coit

Title: Managing Director

[Signature Page to Security Agreement -- Patents]

**SCHEDULE 1**

Patent – US - Electronic Payment Processing (Boost Intercept)	61/546,412	10/12/2011	Expired provisional application
	13/649,935	10/11/2012	Abandoned after appeal
	16/024,114	6/29/2018	Pending - Continuation in part of 13/649,935
Patent – US - Electronic Payment Processing Using Adjusted Interchange Rate (Dynamic Boost)	62/784,594	12/24/2018	Pending