

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6120114

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VESTA CORPORATION	05/22/2020
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
Internal Address:	ATTN: MIKE LEDERMAN	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	11527920	
Application Number:	10032900	
Application Number:	11768054	
Application Number:	12414407	
Application Number:	14951060	
Application Number:	14951087	
Application Number:	14951119	
Application Number:	14951135	
CORRESPONDENCE DATA		
Fax Number:	(310)284-3894	
<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:	4242393744	
Email:	susan.yates@btlaw.com	
Correspondent Name:	SUSAN YATES	
Address Line 1:	2029 CENTURY PARK E STE 300	
Address Line 4:	LOS ANGELES, CALIFORNIA 90067	
NAME OF SUBMITTER:	SUSAN YATES	
SIGNATURE:	/Susan Yates/	

DATE SIGNED:	05/22/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 22, 2020 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **VESTA CORPORATION**, an Oregon corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of May 22, 2020 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**");

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VESTA CORPORATION,
an Oregon corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: _____

Fax: _____

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: THOMAS REIMER

Title: SR. DIRECTOR

Address for Notices:

Attn: Mike Lederman

55 Almaden Blvd, Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT

REEL: 052736 FRAME: 0768

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VESTA CORPORATION,
an Oregon corporation

By: Thomas Nibel

Name: Thomas Nibel

Title: CFO

Address for Notices:

Attn: CFO
5400 Meadows Rd, Suite 500
Lake Oswego, OR 97035
Fax: (503) 624 6021

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐

MARK	STATUS	JURISDICTION	REG. NO.	APPLICATION NO.
1-800-PRE-PAID	Registered	United States	2197906	75339102
1-800-PRE-PAID	Pending	United States		88451805
CHARGE AHEAD	Registered	Colombia	1502874	1502874
CHARGE AHEAD	Registered	European Community	1502874	1502874
CHARGE AHEAD	Registered	Germany	1502874	1502874
CHARGE AHEAD	Registered	Mexico	1502874	1502874
CHARGE AHEAD	Registered	Singapore	1502874	1502874
CHARGE AHEAD	Pending	United States		88472216
CHARGE AHEAD	Registered	Wipo	1502874	1502874
FLEXPOINTS	Registered	United States	2889413	75807740
DELAYPAY		Louisiana	65-1314	
POCKET ATM	Registered	United States	5498344	86983871
SINGLEFUND	Registered	United States	3765584	77567972
THE SMARTER WAY TO CALL	Registered	United States	2172372	75206869
VADVANCED	Registered	European Community	1279071	1279071
VADVANCED	Registered	Mexico	1279071	1279071
VADVANCED	Registered	United States	4855702	86603555
VADVANCED	Registered	Wipo	1279071	1279071
VESTA	Registered	United States	2679672	76145275
VGUARANTEED	Registered	European Community	1278327	1278327
VGUARANTEED	Registered	Mexico	1278327	1278327
VGUARANTEED	Registered	United States	4855701	86603551
VGUARANTEED	Registered	Wipo	1278327	1278327
VSAFE	Registered	United States	4818905	86256699

VSAFE	Registered	European Community	013181508	86256699
VUNIFIED	Registered	European Community	1279564	1279564
VUNIFIED	Registered	Mexico	1279564	1279564
VUNIFIED	Registered	United States	4846032	86603559
VUNIFIED	Registered	Wipo	1279564	1279564

EXHIBIT C**PATENTS**Please Check if No Patents Exist ☐

APPLICATION N°	FILING DATE	PATENT N°	ISSUE DATE	TITLE	STATUS	COUNTRY
11/527,920	September 27, 2006	H002,252	January 4, 2011	Integrated Precollections System	Issued	US
10/032,900	December 26, 2001	7242922	July 10, 2007	Toll-Free Calling Account Recharge System And Method	Issued - Expires November 26, 2021	US
11/768,054	June 25, 2007	7539480	May 26, 2009	Toll-Free Calling Account Recharge System And Method	Issued	US
12/414,407	March 30, 2009	7979051	July 12, 2011	Toll Free Calling Account Recharge System And Method	Issued	US
14/951,060	November 24, 2015	10489786	November 26, 2019	Optimization Of Fraud Detection Model In Real Time	Issued	US
14/951,087	November 24, 2015	10510078	November 17, 2019	Anomaly Detection In Groups Of Transactions	Issued	US
14/951,119	November 24, 2015	10496992	December 3, 2019	Exclusion Of Nodes Of Link Analysis	Issued	US
14/951,135	November 24, 2015			Training And Selection Of Multiple Fraud Detection Models	Allowed	US