

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONEEAGLE SERVICES, INC.		11/30/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4952739	TRAVCARD	
Registration Number:	3913797	SE	
Registration Number:	4322060	YOU'VE BEEN VPAID	
Registration Number:	4347844	VPAID	
Registration Number:	4136651	SESWITCH	
Registration Number:	4147399	VPAY DIRECT	
Registration Number:	3957686	V	
Registration Number:	2865241	STONEEAGLE	
Registration Number:	3857755	PAID. TODAY.	
Registration Number:	3839239	VCARD	
Registration Number:	3839238	VPAYMENT	
Registration Number:	3432014	VPAY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
TRADEMARK			

OP \$315.00 4952739

Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /Susan M. Kornfield/

DATE SIGNED: 01/03/2017

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as November 30, 2016 by and between COMERICA BANK ("Bank") and STONEEAGLE SERVICES, INC., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to VPay Holdings, LLC ("Holdings"), VPay, Inc. ("VPay"), StoneEagle Benefits Corporation ("Benefits"), and collectively with Holdings and VPay, "Co-Borrowers", and Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement among Bank, Grantor, and Co-Borrowers 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.

B. Bank is willing to make the Loans to Grantor and Co-Borrowers, 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 and prompt performance of Grantor's and Co-Borrowers' covenants and duties under the Loan Documents and all other documents now existing or hereafter arising among Bank and Grantor and Co-Borrowers, or any of them.

C. 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 Grantor 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 Bank and Grantor, 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.

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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:

111 W. Spring Valley Rd.
Richardson, TX 75081

Attn: _____

STONEEAGLE SERVICES, INC.

By: 

Title: Chief Operating Officer

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (11437147)]

TRADEMARK
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EXHIBIT A

Copyrights

None

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EXHIBIT B


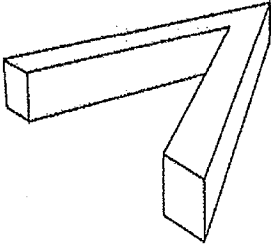
Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Check view system with embedded explanation of benefits	13/709717	12/10/12	9,117,207	8/25/15
Method of providing secure payment and transaction reconciliation	12/622976	11/20/09	8,744,961	6/3/14
Dynamic bin allocation for payment card transactions	14/028040	9/16/13	8,694,431	4/8/14
Medical benefits payment system	13/715053	12/14/12	RE44748*	2/4/14
Medical benefits payment system	13/358620	1/26/12	RE43904**	1/1/13
Integrated payment and explanation of benefits presentation method for healthcare providers	13/495492	6/13/12	8,332,238	12/11/12
Automated service provider payment method	13/440265	4/5/12	8,249,893	8/21/12
Medical benefits payment system	11/566930	12/5/06	7,792,686	9/7/10
Merchant portal system with explanation of benefits	14/833853	8/24/15	n/a	n/a
Virtual payment card fraud protection	14/840783	8/31/15	n/a	n/a
Payment card reconciliation by authorization code	14/836522	8/26/15	n/a	n/a
Intermediary payment method using interchange differential	14/827861	8/17/15	n/a	n/a

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TRAVCARD	86/558929	3/10/15	4,952,739	5/3/16
	85/063306	6/15/10	3,913,797	2/1/11
YOU'VE BEEN VPAID	85/574507	3/20/12	4,322,060	4/16/13
VPAID	85/574499	3/20/12	4,347,844	6/4/13
SESWITCH	85/241706	2/14/11	4,136,651	5/1/12
VPAY DIRECT	85/174544	11/11/10	4,147,399	5/22/12
	85/127197	9/10/10	3,957,686	5/10/11
STONEEAGLE	78/281292	7/31/03	2,865,241	7/20/04
PAID. TODAY.	77/732612	5/8/09	3,857,755	10/5/10
VCARD	77/847279	10/13/09	3,839,239	8/24/10
VPAYMENT	77/847275	10/13/09	3,839,238	8/24/10
VPAY	77/053186	11/29/06	3,432,014	5/20/08

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