

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539606

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900512443

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axia Technologies, Inc.		08/21/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Rd.
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas bank association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87551593	AXIA TECHNOLOGIES
Serial Number:	87560262	AXIA TECHNOLOGIES
Serial Number:	87551637	AXIA TECHNOLOGIES
Registration Number:	5446757	{A}
Registration Number:	5412906	{A}
Registration Number:	5412473	{A}
Registration Number:	4792120	AXIAMED
Registration Number:	4843149	PAYMENT INTEGRATION AS A SERVICE
Registration Number:	4825978	PAYMENT FUSION
Registration Number:	4778901	CORRAL

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7347613780

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield

Address Line 1: 201 S. Division Street, Suite 400

TRADEMARK

Address Line 4:	Ann Arbor, MICHIGAN 48104
NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	09/05/2019
Total Attachments: 5 source=1015_001#page1.tif source=1015_001#page2.tif source=1015_001#page3.tif source=1015_001#page4.tif source=1015_001#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 21, 2019, by and between COMERICA BANK ("Bank") and AXIA TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, 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, 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 of Grantor under the Loan Agreement.

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 Grantor's 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 Grantor's 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.

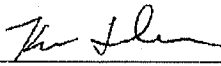
GRANTOR:

Address of Grantor:

4183 State Street
Santa Barbara, CA 93110

Attn: Kevin Falconer

AXIA TECHNOLOGIES, INC.

By: 

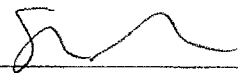
Title: CFO

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 (16118357)]

TRADEMARK
REEL: 006737 FRAME: 0310

EXHIBIT A

Copyrights

None.

[Exhibit A]

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TRADEMARK

REEL: 006737 FRAME: 0311

EXHIBIT B

Patents

None.

[Exhibit B]

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
AXIA TECHNOLOGIES	87/551593	8/1/17	n/a	n/a
AXIA TECHNOLOGIES	87/560262	8/8/17	n/a	n/a
AXIA TECHNOLOGIES	87/551637	8/1/17	n/a	n/a
{A}	87/551657	8/1/17	5,446,757	4/17/18
{A}	87/560249	8/8/17	5,412,906	2/27/18
{A}	87/551664	8/1/17	5,412,473	2/27/18
AXIAMED	86/976696	10/25/13	4,792,120	8/11/15
PAYMENT INTEGRATION AS A SERVICE	86/526825	2/6/15	4,843,149	10/27/15
PAYMENT FUSION	86/523797	2/4/15	4,825,978	10/6/15
CORRAL	86/371573	8/20/14	4,778,901	7/21/15

[Exhibit C]

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TRADEMARK

RECORDED: 08/26/2019

REEL: 006737 FRAME: 0313