

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARENT, LLC		03/20/2018	Limited Liability Company: MISSOURI
CLEARENT MERCHANT SERVICES, INC.		03/20/2018	Corporation: DELAWARE
CLEARENT SOFTWARE HOLDINGS, LLC		03/20/2018	Limited Liability Company: MISSOURI
DESCO, LLC		03/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5132731	FIELDEDGE	
Registration Number:	4901234	COMPASS	
Registration Number:	4074264	VISIONPAY	
Registration Number:	4074263	MEDSPAPAY	
Registration Number:	4074261	DENTALPAY	
Registration Number:	4074262	VETPAY	
Registration Number:	4074260	CHIROPAY	
Registration Number:	4267098	SAFE SITE PAYMENT ALLIANCE INTERNATIONAL	
Registration Number:	4206055	TERMPAY	
Registration Number:	2064846	SPOT	
Serial Number:	87580428	SPOT	
CORRESPONDENCE DATA			
Fax Number:			

CH \$290.00 5132731

TRADEMARK

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: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-00136
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	04/24/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 20, 2018, (this "Agreement"), by dESCO, LLC, a Delaware limited liability company, Clearent, LLC, a Missouri limited liability company, Clearent Merchant Services, Inc., a Delaware corporation and Clearent Software Holdings, LLC, a Missouri limited liability company (each, a "Grantor") in favor of BMO Harris Bank N.A. ("BMO Harris"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of March 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, Clearent Merger Sub, LLC, a Missouri limited liability company, Clearent Holdings, LLC, a Missouri limited liability company, Clearent Finance Sub, LLC, a Delaware limited liability company, Clearent Newco, LLC, a Delaware limited liability company, the lenders from time to time party thereto (the "Lenders"), BMO Harris as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

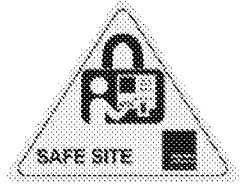

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLEARENT, LLC
CLEARENT MERCHANT SERVICES, INC.
CLEARENT SOFTWARE HOLDINGS, LLC
DESCO, LLC


By: 
Name: Chris Knibb
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
FIELDEDGE	United States	6/9/2016	87/065,939	1/31/2017	5,132,731	Desco, LLC
COMPASS	United States	6/22/2015	86/669,819	2/16/2016	4,901,234	Clearent, LLC
VISIONPAY	United States	6/7/2011	85/339,623	12/20/2011	4,074,264	Clearent Merchant Services, Inc.
MEDSPAPAY	United States	6/7/2011	85/339,623	12/20/2011	4,074,263	Clearent Merchant Services, Inc.
DENTALPAY	United States	6/7/2011	85/339,650	12/20/2011	4,074,261	Clearent Merchant Services, Inc.
VETPAY	United States	6/7/2011	85/339,673	12/20/2011	4,074,262	Clearent Merchant Services, Inc.
CHIROPAY	United States	6/7/2011	85/339,623	12/20/2011	4,074,260	Clearent Merchant Services, Inc.
	United States	1/19/2012	85/520,412	1/1/2013	4,267,098	Clearent Merchant Services, Inc.
TERMPAY	United States	2/28/2012	85/554,563	9/11/2012	4,206,055	Clearent Merchant Services, Inc.
	United States	4/9/1996	85/339,673	5/27/1997	2,064,846	Clearent Software Holdings, LLC

TRADEMARK APPLICATIONS

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
	United States	8/23/2017	87/580,428	8/23/2017	N/A	Clearent Software Holdings, LLC

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

Title	Registration No.	Registration Date	Owner
Electronic Service Control (ESC) Mobile Server	TXu00105594 7	5/23/2001	dESCO, LLC
Electronic Service Control (ESC)	TXu00100494 0	6/7/2001	dESCO, LLC
Coastal Computer Corporation Electronic Service Control (Esc) Software (Dim group as string.)	TX000507408 5	10/30/1998	dESCO, LLC
Multi-Tech Electronic Dispatch Board	TX000462425 6	6/12/1997	dESCO, LLC
Coastal Computer Corporation Contractor Data Management Software Package (Data management)	TX000336980 3	7/10/1992	dESCO, LLC

COPYRIGHT APPLICATIONS

None.