

05-30-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

S. J. OJ

Money Access Services Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/25/02

2. Name and address of receiving party(ies)

Name: Money Network, LLC

Internal Address: Suite 1

Street Address: 5791 Summer Trees Drive

City: Memphis State: TN Zip: 38134

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,217,825

1,292,517

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Brewer

Internal Address: AmSouth Center

Suite 2700

Street Address: 315 Deaderick Street

City: Nashville State: TN Zip: 37238-3001

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert L. Brewer

Name of Person Signing

Signature

April 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/29/2003 TD1A21 00000042 1217825

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002742 FRAME: 0949

ASSIGNMENT

WHEREAS, Money Access Service Inc. (a Delaware corporation) ("MAS") has adopted, used and is using in the United States the marks listed on Exhibit A, which were registered in the United States Patent and Trademark Office;

WHEREAS, PayStar Financial, LLC (a Delaware limited liability company), 5791 Summertrees Drive, Suite #1, Memphis, Tennessee 38134 ("PayStar") is desirous of acquiring said marks, and the registrations thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, MAS hereby assigns to PayStar all its right, title and interest in and to the marks shown on Exhibit 1, in the United States, together with the goodwill of the business connected with the use of and symbolized by the marks and the registrations thereof identified on Exhibit 1.

By: E. T. Holman
Title: Chief Financial Officer
Date: November 25, 2002

STATE OF Delaware
COUNTY OF New Castle

The foregoing instrument was subscribed, sworn to and acknowledged before me this 25th day of November, 2002, by Edward T. Holman, Chief Financial Officer of Concord EFS, Inc., for and on behalf of Concord EFS, Inc.

My commission expires: May 31, 2004

[Signature]
Notary Public

EXHIBIT B



EXHIBIT 1

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
MN (Stylized)	1,217,825	November 23, 1982
MONEY NETWORK	1,292,517	August 28, 1984

20179348

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of OCTOBER 22, 2002 ("Effective Date") by and between Money Access Service Inc., a Delaware corporation, 1100 Carr Road, Wilmington, Delaware 19809; ("MAS") and PayStar Financial LLC, a Delaware limited liability company, 5791 Summer Trees Drive, Suite #1, Memphis, Tennessee 38134 ("PayStar").

WHEREAS, MAS has adopted, used continuously and is using the marks listed on Exhibit A, which were registered in the United States Patent and Trademark Office ("the Marks");

WHEREAS, PayStar is desirous of acquiring the Marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, including the payment of \$1.00 by PayStar to MAS, the parties agree as follows:

1. Assignment. MAS hereby assigns to PayStar all its right, title and interest in and to the Marks throughout the world, together with the goodwill of the business connected with the use of and symbolized by the Marks, and the registrations thereof identified on Exhibit A. This assignment includes any and all causes of action at law or in equity for any and all infringement, imitation, dilution (or analogous violation) or other unauthorized use of any of the Marks arising prior to the Effective Date hereof, and the right to claim, receive and retain all monetary proceeds, including damages, and other relief and benefit relating to those causes of action.

2. Recording and Future Maintenance. MAS hereby authorizes PayStar, at PayStar's expense, to request the United States Patent and Trademark Office to record PayStar as the assignee and owner of the Marks and the registrations thereof shown on Exhibit A and MAS agrees to execute the Assignment attached hereto as Exhibit B. As the owner of the Marks, PayStar shall have sole responsibility for all future maintenance actions regarding the registrations of the Marks.

3. Indemnification. PayStar agrees to indemnify MAS, its parent company Concord EFS, Inc. and all other subsidiaries of Concord EFS, Inc. and hold them and all of their officers, directors, agents, managers, employees, attorneys and other representatives harmless from and against any claims, damages, judgments, losses and expenses, including reasonable attorneys' fees, that arise out of any claim, threat of litigation or litigation relating to PayStar's ownership or use of the Marks or any of PayStar's services, products or activities, rendered or sold under or in connection with the Marks.

4. Warranties. Except as specifically set forth below, MAS EXPRESSLY DISCLAIMS AND PAYSTAR HEREBY EXPRESSLY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

WARRANTIES OF TITLE AND WARRANTIES OF NON-INFRINGEMENT. MAS warrants that: (a) MAS has not received any notice from any person or entity alleging that the Marks infringe upon the rights of any other person or entity and MAS has no knowledge of any facts which could reasonable be expected to give rise to such a claim; (b) MAS does not know of any prior use of the Marks by any third party or any confusingly similar mark on or in connection with goods or services the same as or similar to those set forth in the registrations for the Marks; (c) MAS has not registered and has no pending application for registration of the Marks in any other country or state; and (d) MAS shall not adopt or use any mark or name that is the same as, or confusingly similar to, the Marks, without the prior written consent of PayStar.

5. Miscellaneous

5.1 Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

5.2 No Waiver. The failure of either party to this Agreement to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by the party of any right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This instrument shall inure to the benefit of, and shall be binding upon each of the parties, and each of their respective successors and assigns.

5.3 Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of Delaware, without giving effect to its conflict of laws rules.

5.4 Further Assurances. At any time or from time to time on and after the date of this Agreement, MAS shall at the request of PayStar (i) execute and deliver to PayStar such documents consistent with the provisions of this Agreement.

5.5 Interpretation and Severability. The headings contained in this Agreement are inserted solely for convenience purposes and shall not affect the meaning or construction of the Agreement. If any provision of this Agreement is found to be unenforceable under any applicable statute or rule of law, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

MONEY ACCESS SERVICE INC.

BY: E.T. Haslam
PRINTED NAME

TITLE: E.T. Haslam
CFO

DATE: 10/25/02

PAYSTAR FINANCIAL, LLC

BY: Mark P. [Signature] Mark P. [Signature]
PRINTED NAME

TITLE: CHAIRMAN

DATE: 10.22.02

EXHIBIT A

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
MN (Stylized)	1,217,825	November 23, 1982
MONEY NETWORK	1,292,517	August 28, 1984

20180795