

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/15/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CardSystems Solutions, Inc.		12/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pay By Touch Processing, Inc.
Street Address:	101 Second Street, Suite 1500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75849741	CARDSYSTEMS
Serial Number:	78579421	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION
Serial Number:	78579409	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION
Serial Number:	75850823	CARD CARDSYSTEMS

CORRESPONDENCE DATA

Fax Number: (415)217-5910
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415.434.1600
 Email: trademark@howardrice.com
 Correspondent Name: Carole F. Barrett
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 Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER: 40179.0224

CH \$115.00 75849741

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	03/27/2006
Total Attachments: 4 source=CSI_PBT_AD#page1.tif source=CSI_PBT_AD#page2.tif source=CSI_PBT_AD#page3.tif source=CSI_PBT_AD#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, CardSystems Solutions, Inc., a Delaware corporation, with offices at 5 Concourse Parkway, Suite 480, Atlanta, Georgia 30328 (“**CardSystems**”), owns CardSystems Intellectual Property and related Intellectual Property Rights (each defined below);

WHEREAS, Pay By Touch Processing, Inc. f/k/a CSSI Acquisition Corp., a Delaware corporation with offices at 101 Second Street, Suite 1500, San Francisco, CA 94105 (“**Assignee**”) and a wholly owned subsidiary of Solidus Networks, a Delaware corporation, desires to acquire all of the right, title and interest in and to the CardSystems Intellectual Property and related Intellectual Property Rights; and

WHEREAS, CardSystems and Assignee are parties to that certain Asset Purchase Agreement, dated October 15, 2005 (the “**Purchase Agreement**”), assigning, among other things, all right, title and interest in and to the CardSystems Intellectual Property and in and to the related Intellectual Property Rights and registrations for same from CardSystems to Assignee;

NOW, THEREFORE, for good and valuable consideration paid by Assignee to CardSystems, the receipt and sufficiency of which hereby is acknowledged, CardSystems and Assignee agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement. “Including” and “includes” will be deemed to be followed by “but not limited to” and “but is not limited to,” respectively.

(a) “Confidential Information” shall mean all Trade Secrets and other confidential and/or proprietary information of a Person, including information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, financial projections, cost summaries, pricing formula, contract analyses, financial information, projections, confidential filings with any state or federal agency, and all other confidential concepts, methods of doing business, ideas, materials or information prepared or performed for, by or on behalf of such Person by its employees, officers, directors, agents, representatives, or consultants.

(b) “Copyrights” shall mean all copyrights, including in and to works of authorship and all other rights corresponding thereto throughout the world, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof.

(c) “Intellectual Property Rights” shall mean any or all rights in and to intellectual property and intangible industrial property rights, including, without limitation, (i) Patents, Trade Secrets, Copyrights, Trademarks and (ii) any rights similar, corresponding or equivalent to any of the foregoing anywhere in the world.

(d) “Patents” shall mean all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures, related to the CardSystems Business or any Purchased Assets or Assumed Liabilities.

(e) “Registered Intellectual Property Rights” shall mean all United States, international and foreign: (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (iii) Copyright registrations and applications to register Copyrights; and (iv) any other Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.

(f) “CardSystems Intellectual Property” shall mean all Intellectual Property Rights related to the CardSystems Business included in the Purchased Assets, the Purchased Assets or the Assumed Liabilities and held by CardSystems, whether owned or controlled, licensed, owned or controlled by or for, licensed to, or otherwise held by or for the benefit of CardSystems, including Registered Intellectual Property Rights of CardSystems.

(g) “Trade Secrets” shall mean all trade secrets under applicable law and other rights in know-how and confidential or proprietary information, processing, manufacturing or marketing information, including new developments, inventions, processes, ideas or other proprietary information that provide CardSystems with advantages over competitors who do not know or use it and documentation thereof (including related papers, blueprints, drawings, chemical compositions, formulae, diaries, notebooks, specifications, designs, methods of manufacture and data processing software, compilations of information) and all claims and rights related thereto.

(h) “Trademarks” shall mean any and all trademarks, service marks, logos, trade names, corporate names and addresses and general-use e-mail addresses, and all goodwill associated therewith throughout the world.

2. Assignment

CardSystems does hereby sell, assign, transfer and convey unto Assignee its entire right, title and interest in and to the CardSystems Intellectual Property together with the accompanying goodwill, including all registrations for the CardSystems Intellectual Property (and the right to apply for any of the foregoing); all related Intellectual Property Rights, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all related common law rights, the right to register, renew, protect and defend Intellectual Property Rights, and any and all other rights and interests arising out of, in connection with or in relation to the CardSystems Intellectual Property. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the scope of the Purchased Assets, Retained Assets, Assumed Liabilities or Retained Liabilities, warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications set forth

in the Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement, including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

3. Further Actions

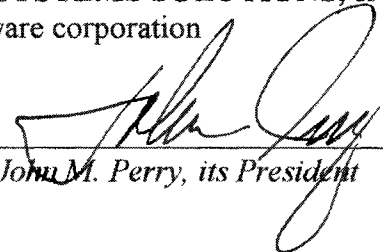
CardSystems covenants and agrees to warrant and defend the sale, assignment, transfer and conveyance of the assets, property and rights contemplated by Section 2 hereof against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's right, title and interest in such assets, property and rights and, at the request of Assignee, to execute and deliver further instruments of transfer, assignment and conveyance and take such other action as Assignee may reasonably request to more effectively transfer, assign and convey to and vest in Assignee such assets, property and rights, all at the sole cost and expense of CardSystems.

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IN WITNESS WHEREOF, CardSystems has caused this Intellectual Property Assignment Agreement to be duly executed by an authorized officer on this ____ day of December, 2005.

CARDSYSTEMS SOLUTIONS, INC.,
a Delaware corporation

By:



John M. Perry, its President