

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deluxe Plastic Card Co., Inc.		03/31/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	e2interactive, Inc.		
Doing Business As:	DBA e2Interactive, Inc.		
Street Address:	250 Williams Street		
Internal Address:	Suite M-100		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	30303		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2081682	FASTCARD	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(804) 788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	62941.1033		
NAME OF SUBMITTER:	Edward T. White		

CH \$40.00 2081682

Signature:	/Edward T. White/
Date:	04/19/2006
Total Attachments: 7 source=e2interactive Trademark Purchase, Assignment and License Agreement#page1.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page2.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page3.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page4.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page5.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page6.tif source=e2interactive Trademark Purchase, Assignment and License Agreement#page7.tif	

TRADEMARK PURCHASE, ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Purchase, Assignment and License Agreement (the "Agreement") is entered into as of the 31st day of March, 2006 (the "Effective Date") between e2interactive, Inc., a Georgia corporation having its office at in Atlanta, Georgia, U.S.A. ("Purchaser"), and Deluxe Plastic Card Co., Inc., a Florida corporation having its office in Tampa, Florida, U.S.A. ("Seller" or "Licensee"), hereinafter collectively referred to as the "PARTIES."

WHEREAS, Seller is willing to transfer the MARKS as defined below, and all goodwill associated therewith, to Purchaser; and

WHEREAS, Purchaser is willing to acquire the MARKS and all associated goodwill from Seller and, as counterpart, to grant to Seller a non-exclusive license to use the MARKS under the conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. "MARKS" shall mean all trademarks, service marks and trade names currently owned or used by Seller that consist of or incorporate FASTCARD or FAST CARD, including but not limited to the marks identified in Appendix A, and all registrations relating to those MARKS. Seller represents and warrants that it is the owner of the MARKS and that it has the right to sell, assign or otherwise transfer the MARKS to Purchaser.

1.2. "InComm FASTCARD Marks" shall mean any and/or all current or prior use by Purchaser of the term "FASTCARD," whether standing alone or in conjunction with other terms or elements, and whether the term or mark is registered or used at common law, including but not limited to the following: FASTCARD, U.S. Registration No. 2,537,002; FASTCARD, U.S. Registration No. 2,891,493; FASTCARD, U.S. Registration No. 3,055,777; FASTCARD, U.S. Application Serial No. 76/022,616; FASTCARD, U.S. Application Serial No. 78/518,640; FASTCARD, U.S. Application Serial No. 78/518,609; FASTCARD, U.S. Application Serial No. 78/518,619; and fastcard.com.

1.3. "Qualifying Licensee Services and Products" are those manufacturing services and printed products offered by Seller as of the Effective Date of this Agreement pertaining to its custom manufacture and printing of plastic cards -- such as identification cards, debit and credit cards, rotary file cards, key cards and gift cards -- and other items made or printed according to the specifications of Seller's customers. Qualifying Licensee Services and Products shall not include any additional or expanded services or products offered subsequent to the Effective Date of this Agreement.

2. Purchase and Assignment

2.1. For and in consideration of the sum of Five Hundred Thousand dollars and no cents (\$500,000.00) and other good and valuable consideration, Seller hereby irrevocably transfers,

conveys and assigns to Purchaser the MARKS and all of Seller's rights, title and interest related thereto, including, but not limited to, the goodwill of the business in which the marks are used or with that part of the goodwill of the business connected with and symbolized by the MARKS and the right to register any of the MARKS in any country or authority in the world.

2.2. Purchaser accepts from Seller the transfer of the MARKS and all rights, title and interest related thereto, including all associated goodwill, as set forth above. This conveyance creates no obligation for Purchaser to register any of the MARKS, to maintain any existing registrations of the MARKS, or to continue prosecution of existing applications for registration of the MARKS.

2.3. Seller further covenants and agrees that it will provide reasonable cooperation with Purchaser, its successors and assigns, or execute any necessary documents, to obtain registration for and/or enforce the MARKS should Purchaser request such assistance.

3. License Grant

3.1 As further consideration for the following license, Seller warrants that it has disclosed to Purchaser all trademarks, service marks and trade names it is using, has used, or contemplates using that consist of or incorporate FASTCARD or FAST CARD. Seller expressly acknowledges Purchaser's rights in the InComm FASTCARD Marks and will not claim rights to the MARKS or the InComm FASTCARD Marks. Seller agrees not to challenge or oppose any InComm FASTCARD Marks or applications therefor filed anywhere worldwide. Other than the MARKS, as defined herein, Seller is not using any other marks that consist of or incorporate FASTCARD or FAST CARD.

3.2 Purchaser hereby grants to Seller, and Seller accepts, a three (3)-year, non-exclusive, non-transferable and non-assignable, royalty-free license to identify Qualifying Licensee Services and Products with the relevant MARKS in accordance with standards and limitations identified in Paragraph 4. No other right, title, or license is granted hereunder, and Purchaser retains all right, title and interest to the MARKS and any goodwill associated therewith. Except for the MARKS, Seller shall not use any other marks that consist of or incorporate the InComm FASTCARD Marks.

3.3 The rights granted to Seller and the associated obligations hereunder are personal, and may not be assigned or sublicensed by Seller, either voluntarily, by operation of law, or otherwise (including through a sale, merger or other transfer of Deluxe or its assets to another individual or entity), without the prior written consent of Purchaser, which Purchaser may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be null and void. This Agreement shall be binding upon and inure to the benefit of permitted assigns of the Parties hereto.

4. Product Quality

4.1. Seller may apply the MARKS pursuant to the license only to Qualifying Licensee Services and Products in a manner consistent with the use of the MARKS as of the Effective Date of this Agreement. Such Qualifying Licensee Services and Products shall meet

performance standards customary in the industry, and in any event shall conform to the same standards used by Seller at the Effective Date of this Agreement.

4.2. Seller shall comply with all applicable laws and regulations in the manufacture, printing, marketing, promotion and sale of Qualifying Licensee Services and Products to which Seller applies the MARKS.

4.3. Upon fifteen (15) business days prior written notice, but no more frequently than two (2) times per year, Purchaser shall have the right at its own cost to examine specimens pertaining to Seller's Qualifying Licensee Services and Products, including product samples, catalogs, advertising and promotional materials, to ensure compliance with Seller's obligations under this Agreement.

5. Protection of Interest

5.1. Seller acknowledges Purchaser's rights in the MARKS, and all goodwill associated therewith. Seller shall take no action inconsistent with Purchaser's rights in its trademarks or service marks nor assist any third party with such an action. This includes seeking any registrations for any trademarks confusingly similar to Purchaser's InComm FASTCARD Marks or the MARKS. If at any time Licensee acquires any trademark or service mark registration(s), or trademark or service mark application(s), for the MARKS or any other mark consisting of or containing FASTCARD or FAST CARD by operation of law or otherwise, Licensee will immediately and at no expense to Purchaser assign such registrations or applications to Purchaser, along with any and all associated goodwill.

5.2. During the term of the license, Seller shall provide Purchaser with reasonable assistance in protecting and enforcing Purchaser's rights in the MARKS, including but not limited to (a) promptly notifying Purchaser of any potential infringements of the MARKS, and (b) reasonably assisting Purchaser in actions against any potential infringers of the MARKS. Seller shall not participate in any action or claim to enforce Purchaser's rights in the MARKS without Purchaser's permission.

5.3. Seller shall retain at least one copy of all catalogs, brochures, fliers and other advertisements reflecting Seller's use of the MARKS pursuant to the license under this Agreement.

6. Limitation of Liability

6.1 PURCHASER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE LICENSED MARKS, AND DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

6.2. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PURCHASER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND

WHATSOEVER THAT ARISES THROUGH USE OF THE MARKS AS DEFINED AND LICENSED HEREIN TO SELLER, OR CLAIM OR ACTION ASSOCIATED THEREWITH, HOWSOEVER CAUSED, INCLUDING LOSS OF PROFIT, CONTRACTS, LOSS OF GOODWILL OR WASTED MANAGEMENT TIME, EVEN IF PURCHASER HAS BEEN ADVISED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE.

6.3. SELLER AGREES TO INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM ALL LOSS, COST, LIABILITY AND REASONABLE EXPENSE INCURRED BY PURCHASER AND ANY OF ITS SUBSIDIARIES OR AFFILIATED ENTITIES WHICH ARISE OUT OF A CLAIM CONCERNING SELLER'S USE OF THE MARKS AS A LICENSEE, INCLUDING BUT NOT LIMITED TO SELLER'S USE OF THE MARKS BEYOND THE SCOPE OF THE LICENSE GRANTED UNDER THIS AGREEMENT. THE PARTIES AGREE TO PROVIDE EACH OTHER WITH PROMPT NOTICE OF ANY SUCH CLAIMS, AND PURCHASER SHALL PROVIDE SELLER WITH REASONABLE ASSISTANCE (AT SELLER'S EXPENSE) IN THE DEFENSE OR SETTLEMENT OF SUCH CLAIMS. THIS PROVISION SHALL NOT BE CONSTRUED IN SUCH A MANNER TO IMPLY THAT PURCHASER HAS AGREED TO ASSUME LIABILITY FOR ANY CLAIMS THAT MAY ARISE FROM SELLER'S USE OF THE MARKS PRIOR TO THE EFFECTIVE DATE OF THE LICENSE. BOTH PARTIES EXPRESSLY RESERVE ALL SUCH RIGHTS.

6.4. PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ALL LOSS, COST, LIABILITY AND REASONABLE EXPENSE INCURRED BY SELLER AS A LICENSEE UNDER THIS AGREEMENT AND ANY OF ITS SUBSIDIARIES OR AFFILIATED ENTITIES WHICH ARISE OUT OF A CLAIM CONCERNING PURCHASER'S INCOMM FASTCARD MARKS. SELLER AGREES TO PROVIDE PURCHASER WITH PROMPT NOTICE OF ANY SUCH CLAIMS AND SHALL PROVIDE PURCHASER WITH REASONABLE ASSISTANCE (AT PURCHASER'S EXPENSE) IN THE DEFENSE OR SETTLEMENT OF SUCH CLAIMS.

6.5. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ALLOCATION OF RISK CONTAINED IN THIS AGREEMENT IS FAIR AND IS REASONABLE IN ALL THE CIRCUMSTANCES HAVING REGARD TO ALL RELEVANT FACTORS, INCLUDING EACH PARTY'S ABILITY TO RELY ON ITS OWN INSURANCE ARRANGEMENTS AND RESOURCES TO BEAR OR RECOVER ANY COSTS OR DAMAGE INCURRED FOR WHICH THE OTHER IS NOT LIABLE.

7. Term

7.1. Term. The License provisions of this Agreement shall remain in effect for a period of three (3) years from the Effective Date of this Agreement while Seller phases out use of the MARKS in connection with the Qualifying Licensee Services and Products. The Assignment set forth in Paragraph 2 of this Agreement is an irrevocable and independent transaction, severable from the License, and shall not be subject to termination.

8. General Terms and Conditions

8.1. Equitable Relief – The parties recognize and acknowledge that breach of any covenants, agreements, or undertakings hereunder will cause irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of intellectual property rights and/or rights under the laws of unfair competition. Accordingly, upon proof in a Court of law of any breach of this Agreement, the aggrieved party shall be entitled to an immediate injunction in addition to seeking any other equitable or legal remedies available, including termination of the Agreement, to stop or prevent such irreparable harm, loss, or dilution.

8.2. Severability – If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions.

8.3. Waiver – The failure of any party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

8.4. Relationship of the Parties – No agency, partnership, joint venture, franchise, or employment relationship is created between Purchaser and Seller as a result of this Agreement. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

8.5. No Endorsements – Seller acknowledges that Purchaser makes no claims on behalf of Seller as to the quality of the products or services offered by Seller. Seller shall make no claims that Purchaser endorses products or services offered by Seller.

8.6. Joint Authorship – The Parties acknowledge and agree that this Agreement is entirely the product of the collective, joint drafting efforts of the Parties and their respective legal counsel. Should there be any claim of ambiguity, such ambiguity shall not be construed more strictly against (or more favorably for) any party solely as a result of that party's particular contribution to this effort.

8.7. Entire Agreement – This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the Parties relating to this Agreement and all past courses of dealing or industry customs. This Agreement may not be modified except in a writing signed by authorized representatives of both Parties.

8.8. Notices – All notices and demands shall be sent in writing by certified mail, return receipt requested (or by tracked, overnight delivery through a commercial service such as FedEx, UPS or DHL capable of providing delivery confirmation), and samples of MARKS and related material shall be sent by regular mail, addressed as follows:

8.9. Counterparts – This Agreement may be signed in counterparts, each constituting an original.

To Purchaser:

M. Brooks Smith
e2interactive, Inc.
250 Williams Street
Suite M-100
Atlanta, Georgia 30303

To Seller:

J. Kent Larson
Deluxe Plastic Card Company
202 South 22nd Street
Tampa FL 33605

IN WITNESS WHEREOF, the PARTIES, by their duly authorized representatives, have executed this Agreement.

e2interactive, Inc.
Purchaser/Assignee
Licensor

Signature

Printed Name M. Brooks Smith

Title CEO

Date March 31, 2006

Deluxe Plastic Card Co., Inc.
Seller/Assignor
Licensee

Signature

Printed Name J. KENT LARSON

Title PRESIDENT

Date 3/31/06

Appendix A

MARKS

- **FASTCARD**
- **FASTCARD, U.S. Registration No. 2,081,682**
- **Any registrations or pending applications to register FASTCARD as a trademark or service mark with Florida Department of State**