

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Acquisition Company 2006A, Inc. | | 09/29/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Best Payment Solutions, Inc. | | |
| Street Address: | 710 Quail Ridge Drive | | |
| City: | Westmont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60559 | | |
| Entity Type: | CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2897334 | ACCEPT MERCHANT SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)665-9019 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3124697004 | | |
| Email: | tbroberg@kirkland.com | | |
| Correspondent Name: | Todd Broberg | | |
| Address Line 1: | 200 East Randolph Drive | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 40563-0009 | | |
| NAME OF SUBMITTER: | Todd Broberg | | |
| Signature: | /Todd Broberg/ | | |
| Date: | 10/09/2006 | | |

OP \$40.00 2897334

Total Attachments: 5

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BPS ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT, is entered into as of September, 29, 2006 by Acquisition Company 2006A, Inc., a Delaware corporation (the "Assignor"), and Best Payment Solutions, Inc., an Illinois corporation (the "Assignee").

WHEREAS, Assignor has acquired, pursuant to a separate assignment effective September 29, 2006, the right, title and interest in and to certain intellectual property used in the business of Assignee, and the good will and/or rights associated therewith, including a registered trademark, which is set forth on Schedule A attached hereto (the "Trademark"), and certain domain names, which are set forth on Schedule B attached hereto (the "Domain Names") (the Trademark and Domain Names, collectively, the "Assigned Intellectual Property");

WHEREAS, Assignor wishes to assign to Assignee the Assigned Intellectual Property and the goodwill associated therewith; and

WHEREAS, Assignee wishes to acquire such Assigned Intellectual Property and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Assigned Intellectual Property, together with the goodwill and/or rights associated with the Assigned Intellectual Property, and all respective applications and registrations for the Assigned Intellectual Property, including any renewals and extensions of the registrations and all other corresponding rights that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect (the Assigned Intellectual Property that has been registered shall be referred to herein as the "Registered Intellectual Property Assets"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Trademark and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owners of the Trademark.

3. Assignor hereby requests the proper officials of all states of the United States and of all jurisdictions foreign to the United States whose duty is to record trademark, copyright, brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Assignment against the Registered Intellectual Property Assets and title thereto as the

property of the Assignee, its successors, legal representatives and assigns, as the Assignee and owner of the Registered Intellectual Property Assets.

5. Assignor hereby requests the applicable registrar for each of the Domain Names to transfer ownership and control of the Domain Names to Assignee and record Assignee as the registrant thereof.

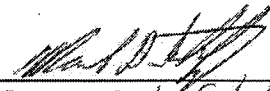
6. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request (including without limitation the prompt execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, domain name transfer requests, and other documentation as may be reasonably required) to more fully effectuate the purposes of this Assignment, including with respect to the following: (a) in the preparation and prosecution of any application for registration of the Assigned Intellectual Property, or any application for renewal of a registration covering any of the Registered Intellectual Property Assets; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including, testifying as to any facts relating to the Assigned Intellectual Property assigned herein and this Assignment; (c) in obtaining any additional trademark, copyright and/or patent protection for the Assigned Intellectual Property that Assignee reasonably may deem appropriate that may be secured under any laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Assignment; provided, Assignee shall be responsible for all out-of-pocket expenses incurred by Assignor associated herewith.

7. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of law.

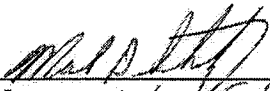
[Signature page follows.]

Each party has caused this Assignment to be duly executed personally or by its duly authorized officer or representative on the date first above written.

ACQUISITION COMPANY 2006A, INC.

By: 
Name: Mark Schatz
Title: _____

BEST PAYMENT SOLUTIONS, INC.

By: 
Name: Mark Schatz
Title: _____

SCHEDULE A - Trademark

| Mark | Jurisdiction | Serial No./ Filing Date | Registration No./ Registration Date |
|--------------------------|---------------------|------------------------------------|--|
| ACCEPT MERCHANT SERVICES | U.S. | 78/294,209 8/29/2003 | 2,897,334 10/26/2004 |

SCHEDULE B - Domain Names

| Domain Name |
|--------------------|
| best-pay.com |
| best-pay.net |
| best-payment.com |
| best-payment.net |