

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
Pay by Touch Check Cashing, Inc.		02/29/2008	CORPORATION: DELAWARE
Pay by Touch Checking Resources, Inc.		02/29/2008	CORPORATION: DELAWARE
Solidus Networks, Inc.		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Check Cashing, Inc.		
Street Address:	21800 Town Center Plaza		
Internal Address:	Unit #266A-221		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20164		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2745312	PAYCHECK SECURE	
Registration Number:	2745316	PAYCHECK SECUREPLUS	
CORRESPONDENCE DATA			
Fax Number:	(310)286-1728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3102861700		
Email:	nshabani@rutterhobbs.com		
Correspondent Name:	Natasha Shabani, Rutter Hobbs & Davidoff		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 1700		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	7306.001		

OP \$65.00 2745312

NAME OF SUBMITTER:	Natasha Shabani
Signature:	/natashashabani/
Date:	04/08/2008
Total Attachments: 5 source=Executed IP Assignment (00336634)#page1.tif source=Executed IP Assignment (00336634)#page2.tif source=Executed IP Assignment (00336634)#page3.tif source=Executed IP Assignment (00336634)#page4.tif source=Executed IP Assignment (00336634)#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

Effective as of February 29, 2008, ("Effective Date") Pay By Touch Check Cashing, Inc., a Delaware corporation ("PBTCC"), Pay By Touch Checking Resources, Inc., a Delaware corporation ("PBTCR,"), and Solidus Networks, Inc., dba Pay By Touch, afka Pay By Touch Solutions, a Delaware corporation and the parent of PBTCC and PBTCR ("Solidus") (PBTCC, PBTCR, and Solidus collectively the "Assignors") executes this Assignment of Intellectual Property (the "Assignment") in favor of Phoenix Check Cashing, Inc. a Delaware corporation (the "Assignee") (each a "Party" and collectively the "Parties"), with respect to the following facts and circumstances.

WHEREAS, PBTCC and PBTCR, and Assignee have heretofore entered into that certain Asset Sale and Purchase Agreement dated as of February 22, 2008 (the "Purchase Agreement.")

B. WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to perform all such acts and execute and deliver all such documents to give effect to the transfer of the Purchased Intellectual Property transferred to Assignee under the Purchase Agreement.

C. WHEREAS, the Purchase Agreement contemplated that additional documentation for certain transfers of the Purchased Intellectual Property would take place post Closing.

D. WHEREAS, Assignors have rights relative to certain Purchased Intellectual Property assets which pursuant to the terms of the Purchase Agreement, Assignee purchased, and Assignors sold.

E. WHEREAS this Assignment is to further document the transfer of such Purchased Intellectual Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignors hereby expressly acknowledge, Assignors hereby irrevocably quitclaim, assign, convey and transfer to Assignee all of Assignors' worldwide right, title and interest in and to the intellectual property assets identified on Schedule 1 attached hereto and incorporated herein by this reference, including without limitation: 1) all trade secrets, proprietary information, know how, technology, and technical data relating to any of the foregoing; 2) all trade names, logos, common law trademarks and service marks, dba's, trademark and service mark registrations and applications therefor, 3) all goodwill associated with the foregoing; 4) any similar, corresponding or equivalent rights to any of the foregoing; 5) all renewals associated with the foregoing; and 6) all documentation related to any of the foregoing (collectively, the "Schedule 1 Intellectual Property").

Assignors agree to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights in and to the Schedule 1 Intellectual Property. Assignors agree to execute any additional documents necessary or reasonably requested by Assignee to effect or evidence the Assignment, and those

intellectual property rights throughout the world related to any of the Schedule 1 Intellectual Property and to transfer, effect, confirm, perfect, record, preserve, protect and enforce all right, title and interest transferred hereunder (collectively, "Supporting Documents"). If Assignors fail or refuse to timely execute any Supporting Documents, Assignors hereby agrees, for themselves and their successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the President of Assignee is hereby, irrevocably appointed Assignors' attorneys-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the Assignment.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee.

This Assignment is made pursuant to and subject to the conditions set forth in the Purchase Agreement. This Assignment shall be governed by and construed under the laws of the State of California, without regard to choice of laws provisions. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

IN WITNESS WHEREOF, Assignors have executed this Assignment as of the date first set forth above.

ASSIGNORS:

Pay by Touch Check Cashing, Inc.

By: Thomas Lumsden
Name: Thomas Lumsden
Its: CRO

Pay By Touch Checking Resources, Inc.,
a Delaware corporation

By: Thomas Lumsden
Name: Thomas Lumsden
Its: CRO

Solidus Networks, Inc.

By: Thomas Lumsden
Name: Thomas Lumsden
Its: CRO

Schedule 1

Intellectual Property

1. Patents and Patent Applications

Country	Title	Status	Pat./Pub. No.	Issue/Pub Date	Stage	App. No.	Filing Date
United States	System and Method for Biometric Authorization for Check Cashing	Issued Patent	6,957,770	10/25/05	Patent	10/142,687	5/10/02
United States	A System and Method for Depositing Negotiable Instruments	Received OA (6/25/07)			App.	11/034,051	1/13/05
United States	A System and Method for Biological Authorization for Check Cashing	Received OA (10/10/07)			App.	11/187,835	7/25/05
United States	System and Method for Negotiable Instrument Cashing Fee Setup by Type	Filed			App.	11/232,878	9/23/05
United States	System and Method for Negotiable Instrument Cashing Transaction Assistance Procedures	Response to OA (11/1/07)	US2003/0033538a1	Published 2/13/03	App.	10/217,303	9/2/05
United States	A System and Method for Advertising Based Upon a Negotiable Instrument Presented for Cashing	Filed			App.	11/252,744	10/19/05

2. Trademarks

Country	Mark	Status	Reg. No.	Reg. Date	App. No.	Filing Date	Class	Goods and Services	Owner
United States	PAYCHECK SECURE	Reg.	2745312	07/29/2003	78134400	6/10/02	36	Electronic payment services, namely, providing electronic transmission and processing of financial transactions between consumers and merchants by means of biometric-based identity verification and transaction authorization, wherein individuals are identified within on-line databases that link their financial or loyalty/reward accounts with their biometric data	Pay By Touch Checking Resources
United States	PAYCHECK SECUREPLUS	Reg.	2745316	07/29/2003	78134427	06/10/2002	36	Electronic payment services, namely, providing electronic transmission and processing of financial transactions between consumers and merchants by means of biometric-based identity verification and transaction authorization, wherein individuals are identified within on-line databases that link their financial or loyalty/reward accounts with their biometric	Pay By Touch Checking Resources

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Country	Mark	Status	Reg. No.	Reg. Date	App. No.	Filing Date	Class	Goods and Services	Owner
								data	

3. Copyrights

Title	Reg. No	Class	Reg. Date
Paycheck secure (BVS) 7.1.	TX-6-113-432	Prev. reg. 2003, TXu 1-145-293.	11/01/2004
Paycheck secure (BVS) 7.2.	TX-6-159-590	NEW MATTER: revisions & additions to computer program.	04/05/2005
Paycheck secure (BVS) 7.3.	TX-6-335-619	NEW MATTER: revisions & additions to computer program.	01/03/2006
Paycheck secure (BVS) 7.4.	TX-6-337-220	NEW MATTER: revisions & additions to computer program.	01/03/2006
Paycheck secure (BVS)	TXu-1-145-293	Computer program.	07/24/2003
Paycheck secure (BVS) 8.0	UNREGISTERED	Computer program.	
Paycheck secure (BVS) 8.1	UNREGISTERED	Computer program.	