

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
Solidus Networks, Inc.		03/28/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	YT Acquisition Corporation		
Street Address:	9 West 57th Street, 13th Floor		
Internal Address:	c/o OZ Management LP - attn: Joel Frank CEO		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78968420	TRUEME	
Serial Number:	77206071	U	
Serial Number:	77206099	YOU U	
Serial Number:	77206022	YOU	
Serial Number:	77206113	YOU TECHNOLOGY U	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Howard Rice Nemerovski Canady Falk & Rab		
Address Line 1:	3 Embarcadero Center, 7th Floor		
Address Line 2:	attn: Carole F. Barrett		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		

CH \$140.00 78968420

ATTORNEY DOCKET NUMBER:	40412.0002
NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_dch/
Date:	11/10/2008

Total Attachments: 13
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EXECUTION VERSION

ASSET SALE AND PURCHASE AGREEMENT

BETWEEN

SOLIDUS NETWORKS, INC.,

PAY BY TOUCH CHECKING RESOURCES, INC.,

INDIVOS CORPORATION,

CHECKELECT, INC.,

ATMD ACQUISITION CORP.

AND

SEVEN ACQUISITION SUB, LLC,

AS SELLERS,

AND

YT ACQUISITION CORPORATION

Dated as of March 28, 2008

ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (this "*Agreement*") dated as of March 28, 2008, is entered into by and among YT Acquisition Corporation, a Delaware corporation (the "*Purchaser*"), SOLIDUS NETWORKS, INC., a Delaware corporation, dba Pay By Touch, afka Pay by Touch Solutions ("*Solidus*"), PAY BY TOUCH CHECKING RESOURCES, INC., a Delaware corporation ("*PBTCR*"), INDIVOS CORPORATION, a Delaware corporation ("*Indivos*"), CHECKELECT, INC., a Wisconsin corporation ("*CheckElect*"), ATMD ACQUISITION CORP., a Delaware corporation ("*ATMD*"), and SEVEN ACQUISITION SUB, LLC, a Delaware limited liability company ("*Seven*" and together with Solidus, PBTCR, Indivos, CheckElect and ATMD, collectively the "*Sellers*" and each a "*Seller*"). Certain capitalized terms in this Agreement are defined on Schedule A.

RECITALS

A. On October 31, 2007, an involuntary chapter 11 bankruptcy petition was commenced against Solidus in the United States Bankruptcy Court for the Central District of California, Los Angeles Division, (the "*Bankruptcy Court*") case number 07-20027-TD (the "*Solidus Bankruptcy Case*"). On December 14, 2007, Solidus consented to the entry of an order for relief. Solidus is the owner of PBTCR, Indivos, CheckElect, ATMD and Seven.

B. On December 14, 2007, PBTCR, Indivos, CheckElect, ATMD and Seven each filed voluntary petitions (together with the Solidus Bankruptcy Case, the "*Bankruptcy Case(s)*") for relief under Chapter 11 of Title 11, U.S.C. §§101 *et seq.* (as amended) (the "*Bankruptcy Code*"), in the Bankruptcy Court, case numbers 07-21773, 07-21772, 07-21768, 07-21783 and 07-21777, respectively. Pursuant to the Bankruptcy Court's December 17, 2007 Order Directing Joint Administration of Debtors' Cases and Estates Pursuant to Bankruptcy Rule 1015(b), the Bankruptcy Cases are jointly administered with, but not substantively consolidated with, the Solidus bankruptcy case.

C. On February 13, 2008, the Bankruptcy Court entered an order (I) approving bidding procedures for the sale of the Acquired Assets, (II) approving the form and manner of notice, (III) scheduling auction and sale hearing, and (IV) approving procedures for determining Cure Amounts (the "*Bidding Procedures Order*").

D. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 of the Bankruptcy Code, Sellers desire to sell to Purchaser assets, property and interests, and Purchaser desires to make such purchase, subject to the conditions set forth in this Agreement.

E. The Creditors' Committee has withdrawn any objection to the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be

legally bound hereby, the Parties agree:

1. CONVEYANCE OF THE ACQUIRED ASSETS:

1.1 Acquired Assets Transaction. Upon the terms and subject to the conditions set forth in this Agreement, at Closing Sellers shall sell, transfer, assign, convey and deliver to the Purchaser, and Purchaser shall purchase, accept and acquire from Sellers, free and clear of all Liens except for Permitted Liens, all of the assets and properties described in Section 1.1.1 below (collectively, the "*Acquired Assets*"), other than the Excluded Assets (defined in Section 1.1.2).

1.1.1 Acquired Assets. The Acquired Assets consist of all of each Seller's rights, title and interest, as of the Closing Date, in and to all of each Seller's assets, property and interests, wherever located (other than Excluded Assets), including: all Personal Property, Real Property, permits, Inventory, Administrative Assets, Owned Intellectual Property and Licensed Intellectual Property (including Trademark Rights in all Product names), all goodwill of the Sellers relating to the Business, all third party rights of any of the Sellers, all of each Seller's rights in the assets identified on **Schedule 1.1.1**, and the following:

A. Cash and Cash Equivalents. All cash, including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date, commercial paper, certificates of deposit and other bank deposits, register cash, petty cash, cash equivalents, and any security or similar deposits made by or on behalf of any Seller with landlords or other contracting parties under the Contracts, in each case to the extent transferable and not subject to prior existing security deposits, letters of credit or other similar existing security interests of third parties.

B. Causes of Action. Any known or unknown rights, demands, claims, credits, allowances, rebates, causes of action or rights of set-off (other than against the Sellers) that any Seller may have against any third party, including in relation to or in connection with any Taxes (collectively, "*Third Party Claims*"); provided, however, that the Third Party Claims shall exclude (1) Excluded Third-Party Claims (as defined in Section 1.1.2.I), and (2) Preference Or Avoidance Claims (as defined in Section 1.1.2.E).

C. Receivables. Accounts Receivable, payment intangibles and all causes of action relating or pertaining to the foregoing.

D. Insurance. Except as set forth in Section 1.1.2.C, any rights and benefits under insurance policies of the Sellers, including any rights under any director & officer insurance policies.

E. Improvements. Any improvements (collectively, the "*Improvements*") located on the Real Property, to the extent of any Sellers' ownership interest in such Improvements.

F. Tax Refunds. Any claim, right or interest of any Seller in or any refund, rebate, abatement or other recovery or credits for all Taxes of any kind, together with any interest due thereon or penalty rebate arising therefrom.

the Purchaser as of the Closing shall be referred to herein as a "*Transferred Employee*". Purchaser's offer of employment described in Section 3.1.1 will not include any obligation by Purchaser to pay, reward or otherwise compensate any Transferred Employee for any back pay, wages, salary, accrued vacation, paid time off, commission or bonus that was earned or accrued on or prior to the Closing Date. Notwithstanding anything herein to the contrary, the decision whether to offer employment to any Business Employee, if at all, and the terms and conditions of such offers of employment, if any, shall be determined by Purchaser in its sole discretion and in accordance with applicable law.

3.1.2 Nothing contained in this Agreement shall confer upon any Transferred Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Transferred Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms and conditions of employment of the Transferred Employees after the Closing.

3.1.3 Sellers shall provide Purchaser access to employee personnel files to the extent required pursuant to Section 1.1.1.J.

3.2 Cooperation. Sellers and Purchaser will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their respective obligations under this Article 3.

3.3 No Third Party Rights. No provision of this Agreement confers rights or remedies upon any person, including Transferred Employees, other than the Parties.

4. PURCHASE PRICE:

4.1 Purchase Price. Subject to the terms and conditions of this Agreement, in consideration of the Sale, the aggregate purchase price for the Acquired Assets shall consist of: (i) cash in the amount of \$ (the "*Cash Consideration*"), which Cash Consideration will constitute full satisfaction of the Carve-Out, and (ii) a credit bid of \$ of the secured debt issued pursuant to the DIP Agreement and SPA pursuant to Section 363(k) of the Bankruptcy Code (the "*Credit Bid*"). The final aggregate purchase price, as so determined, is referred to herein as the "*Purchase Price*".

4.1.1 Delivery of Purchase Price. At the Closing, Purchaser shall pay to Sellers, an aggregate amount equal to the Cash Consideration (apportioned pursuant to the allocation referred to in Section 4.2), by wire transfer in immediately available funds to an account specified by Sellers.

4.2 Allocation of Purchase Price. \$ of the Purchase Price paid in the form of a credit bid of secured debt owed under the DIP Agreement shall be allocated to the assets of Pay By Touch Checking Resources, Inc. Otherwise, the Purchaser shall determine the allocation of the Purchase Price among the assets of the Business and the agreements provided herein for transfer of the Business to Purchaser, for all purposes (including financial, accounting and tax) (the "*Allocation*"). Purchaser and Sellers shall each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent

with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Sellers shall provide Purchaser and Purchaser shall provide Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under Internal Revenue Code Section 1060.

5. REPRESENTATIONS AND WARRANTIES:

5.1 Representations and Warranties of Sellers. All information set forth in the Disclosure Schedules with respect to any clause of this Section 5.1 shall be deemed disclosed under and incorporated into any other clause of this Section 5.1 as to which it is reasonably apparent that such disclosure relates based solely on the language in such disclosure and such other clause. Sellers jointly and severally represent and warrant to Purchaser as follows:

5.1.1 [Reserved].

5.1.2 Corporate Power; Due Authorization. Each Seller has the corporate or limited liability company power and authority to execute and deliver this Agreement, subject to Bankruptcy Court approval, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement by each Seller and the consummation of the contemplated transactions have been duly authorized by all necessary action on the part of such Seller. Subject to the entry and effectiveness of the Sale Approval Order and this Agreement have been duly and validly executed and delivered by or on behalf of each Seller and (assuming this Agreement constitutes a valid and binding obligation of Purchaser) each such agreement constitutes a legal, valid and binding agreement of such Seller, enforceable against each Seller in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

5.1.3 [Reserved].

5.1.4 [Reserved].

5.1.5 Title to Personal Property. Upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Acquired Assets free and clear of any Lien, except as otherwise expressly indicated on SCHEDULE 5.1.5.A.

5.1.6 Intellectual Property Assets:

A. SCHEDULE 5.1.6.A sets forth a true and complete list of (1) all Owned Intellectual Property included in the Acquired Assets for which any application has been filed with, or any registration, patent, certificate, or other similar authorization, approval or documentation has been issued by, any Governmental Entity, and (2) all material Licensed Intellectual Property included in the Acquired Assets. To Sellers' Knowledge there are no material impediments to the ability of any Seller under applicable Laws to maintain in effect or

renew its rights in and to the Owned Intellectual Property included in the Acquired Assets. To Sellers' Knowledge there are no material impediments to the ability of any Seller under applicable Law to grant to Purchaser, by license or assignment, the rights to the Licensed Intellectual Property included in the Acquired Assets as contemplated in this Agreement.

B. To Sellers' Knowledge, Sellers are conducting the Business and using the Acquired Assets in a manner that does not violate the intellectual property right of another Person and no Claim has been made or threatened by any third party against any Seller for Intellectual Property infringement or misappropriation, and no Seller has made or threatened any Claim against any third party for Intellectual Property infringement or misappropriation, except as set forth in **SCHEDULE 5.1.6.B**.

C. Sellers have not granted any license, sublicense or other permission to use the Owned Intellectual Property included in the Acquired Assets to any third party, except as set forth on **SCHEDULE 5.1.6.C**.

D. Except as set forth on **SCHEDULE 5.1.6.D**: (1) all Owned Intellectual Property included in the Acquired Assets is owned solely and exclusively by Sellers, and all Licensed Intellectual Property is used by Sellers pursuant to valid, subsisting license agreements; and (2) upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Owned Intellectual Property included in the Acquired Assets free and clear of any encumbrances thereon and shall transfer all of Sellers' rights to the Licensed Intellectual Property included in the Acquired Assets.

5.1.7 Insurance. **SCHEDULE 5.1.7** contains a complete and correct list, in all material respects, of all material policies of insurance included in the Acquired Assets, indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect and the Sellers have timely paid all premiums related thereto.

5.1.8 Compliance with Permits. All Permits that are necessary or appropriate for the conduct of the Business as Currently Conducted, and for the ownership and operation of the Acquired Assets have been duly obtained, are in full force and effect, and there are no proceedings pending that may result in the revocation, cancellation or suspension, or any materially adverse modification, of any such Permit, except in each case as would not have, individually or in the aggregate, or reasonably be expected to result in a Material Adverse Effect. The Sellers are in compliance with all Permits in all material respects. The execution, delivery and performance of, and compliance with, this Agreement by Sellers will not, with or without the passage of time or the giving of notice, result in any such violation or be in conflict with or constitute a default under any Permit.

5.1.9 Brokers. Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Purchaser would be liable.

5.1.10 No Violations. Neither the execution, delivery or performance of this Agreement by Sellers, nor the consummation by Sellers of the Sale, nor compliance by Sellers

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

SELLERS:

PURCHASER:

SOLIDUS NETWORKS, INC.

YT Acquisition Corporation

By: *Thomas Lunsden*
Print Name: Thomas Lunsden
Title: CRO

By: _____
Print Name: Boaz Sidikaro
Title: Sole Director

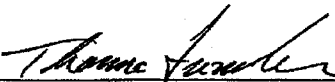
PAY BY TOUCH CHECKING RESOURCES, INC.

By: *Thomas Lunsden*
Print Name: Thomas Lunsden
Title: CRO


INDIVOS CORPORATION

By: *Thomas Lunsden*
Print Name: Thomas Lunsden
Title: CRO

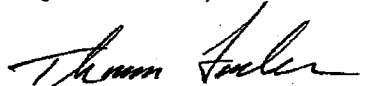
CHECKELECT, INC.

By: 
Print Name: Thomas Lunsden
Title: CRO

ATMD ACQUISITION CORP.

By: 
Print Name: Thomas Lunsden
Title: CRO

SEVEN ACQUISITION SUB, LLC

By: 
Print Name: Thomas Lunsden
Title: CRO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.


SELLERS:

SOLIDUS NETWORKS, INC.

By: _____
Print Name: _____
Title: _____

PURCHASER:

YT Acquisition Corporation

By: 
Print Name: Boaz Sidikaro
Title: Sole Director

PAY BY TOUCH CHECKING RESOURCES, INC.

By: _____
Print Name: _____
Title: _____

INDIVOS CORPORATION

By: _____
Print Name: _____
Title: _____

[Asset Sale and Purchase Agreement]

SCHEDULE 1.1.1

Acquired Assets

- the Owned Intellectual Property identified on SCHEDULE 5.1.6.A;
- all capital stock of WinWin Corporation held by Solidus (minority stake);
- the tangible Personal Property located at the Premises, other than Third Party Bailed Assets;
- all Personal Property owned by or leased to a Seller in connection with the Business located at any outsource partner's location;
- all prepaid Inventory held by any Affiliate of a Seller primarily for use in the Business, provided that such Affiliate has been paid in full or been assigned the corresponding receivable by such Seller;
- the "Loyalty Suite" software owned by Seven;
- the assets identified on ANNEX I hereto; and
- the following assets:

Name	Type
NAC	Hypercom NAC 7800
Paytrans 1	Dell PowerEdge 1750
Paytrans 3	Dell PowerEdge 1650
Paytrans 4	Dell PowerEdge 1550
Paytrans 5	Dell PowerEdge 1550
hdprpaydb01	Dell PowerEdge 6650
Payments3	Dell PowerEdge 6650
hdprpayweb01	Dell PowerEdge 2650
bcheckfserv	Dell PowerEdge 2650
NIP	TNS Box
hypercomview	Dell Dimension 4550
hypercom	Dell Dimension 2400
bcheckdemo	Dell Dimension XPS R450
vericentre	Dell Dimension XPS R400
CheckWeb	Dell PowerEdge 2550
bchecksdb	Dell PowerEdge 2550
hdadmon01	Dell PowerEdge 1800
BioComm	Dell PowerEdge 2300

SCHEDULE 5.1.6.A

Intellectual Property

(a) Registered and Pending Owned Intellectual Property

OWNER: SOLIDUS NETWORKS, INC.

PATENTS AND APPLICATIONS

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG./APP. NUMBER	REG. DATE
A Method and System for Distributing and Redeeming Targeted Offers to Customers	United States	Patent Application	20070162337	N/A
A Method and System for Distributing and Redeeming Targeted Offers to Customers	WO	Patent Application	N/A	N/A
A Method of Distributing Information Via Mobile Devices and Enabling its Use at a Point of Transaction	United States	Provisional Patent Application	N/A	N/A
A System for Individual Control and Analysis of Personal Information and the Monetization Thereof	United States	Provisional	N/A	N/A
An Apparatus and Methods for Testing Biometric Equipment	United States	Provisional Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Canada	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	China	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Europe	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Mexico	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	United States	Patent Application	20040073510	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	WO	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Brazil	Patent Application	N/A	N/A
Automated Method and Exchange for Facilitating Settlement of Transactions	Korea	Patent Application	N/A	3/10/05

System and Architecture for merchant integration of a biometric payment system	United States	Patent Application	20070288320	N/A
System and Architecture for merchant integration of a biometric payment system	WO	Patent Application	N/A	N/A
System and Method for Decoupling Identification from Biometric Information in Biometric Access Systems	WO	Patent Application	N/A	N/A
System and Method for Decoupling Identification from Biometric Information in Biometric Access Systems	United States	Patent Application	20070038863	N/A

TRADEMARKS AND APPLICATIONS

DIAN JIU TONG	China	Trademark Application	N/A	N/A
Hand Logo	Singapore	Registered Trademark	T0614173E	7/14/2006
Hand Logo	United States	Trademark Application	N/A	N/A
Hand Logo	Singapore	Registered Trademark	T0614164F	7/14/2006
Hand Logo	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	South Korea	Registered Trademark	115069	4/13/2005
PAY BY TOUCH	Mexico	Registered Trademark	846751	8/16/2004
PAY BY TOUCH	Mexico	Registered Trademark	846752	8/16/2004
PAY BY TOUCH	United Kingdom	Registered Trademark	2407219	8/24/2007
PAY BY TOUCH	France	Registered Trademark	63431678	5/30/2006
PAY BY TOUCH	Brazil	Registered Trademark	826134513	8/21/2007
PAY BY TOUCH	Brazil	Registered Trademark	826134505	9/11/2007
PAY BY TOUCH	Canada	Registered Trademark	TMA696922	9/20/2007
PAY BY TOUCH	China	Trademark Application	N/A	N/A
PAY BY TOUCH	China	Trademark Application	N/A	N/A
PAY BY TOUCH	European Council	Registered Trademark	4893491	2/14/2007
PAY BY TOUCH	Germany	Trademark Application	N/A	N/A
PAY BY TOUCH	Singapore	Registered Trademark	T0610965C	6/6/2006
PAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PAY BY TOUCH	Spain	Registered Trademark	2713855MO	7/20/2007
PAY BY TOUCH (and Design)	Canada	Trademark Application	N/A	N/A
PAY BY TOUCH and Design	Mexico	Registered Trademark	863435	12/14/2004
PAY BY TOUCH and Design	Japan	Registered Trademark	4867604	5/27/2005
PAY BY TOUCH and Design	Singapore	Registered Trademark	T0614183B	7/14/2006
PAY BY TOUCH and Design	European Council	Registered Trademark	182423-0001	5/24/2004
PAY BY TOUCH and Design	European Council	Registered Trademark	3449626	9/2/2005
PAY BY TOUCH and Design	Mexico	Registered Trademark	838635	6/18/2004
PAY BY TOUCH and Design	United Kingdom	Registered Trademark	2364024	10/14/2005
PAY BY TOUCH and Design	Mexico	Registered Trademark	651542	4/13/2004
PAY BY TOUCH and Design	Singapore	Registered Trademark	T0614177H	7/14/2006
PAY BY TOUCH and Design	Singapore	Trademark Application	N/A	N/A

PAY BY TOUCH and Hand Logo	United States	Registered Trademark	3177796	11/28/2006
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	China	Trademark Application	N/A	N/A
PAY BY TOUCH and Hand Logo	United States	Registered Trademark	3233866	4/24/2007
PAY-BY-TOUCH	United States	Registered Trademark	3117460	7/18/2006
PAYSECURE	United States	Trademark Application	NA	NA
PAYTOUCH	United States	Trademark Application	N/A	N/A
PEI BI TE	China	Trademark Application	N/A	N/A
PIE BI DA	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	Hong Kong	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	United States	Trademark Application	N/A	N/A
PLAY BY TOUCH	Benelux	Registered Trademark	790683	1/31/2006
PLAY BY TOUCH	Macao	Trademark Application	N019973	4/7/2006
PLAY BY TOUCH	Macao	Trademark Application	N019974	4/7/2006
PLAY BY TOUCH	Macao	Trademark Application	N019975	4/7/2006
PLAY BY TOUCH	Canada	Trademark Application	N/A	N/A
PLAY BY TOUCH	China	Trademark Application	N/A	N/A
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PLAY BY TOUCH	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	China	Trademark Application	N/A	N/A
PLAY BY TOUCH	European Council	Trademark Application	N/A	N/A
PLAY BY TOUCH	Japan	Trademark Application	5048578	5/18/2007
PLAY BY TOUCH	Philippines	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	Singapore	Registered Trademark	T0523498E	11/21/2005
PLAY BY TOUCH	Singapore	Trademark Application	N/A	N/A
PLAY BY TOUCH	United Kingdom	Registered Trademark	2406882	12/14/2007
SUO LI DA	China	Trademark Application	N/A	N/A
TOUCHPAY	United States	Trademark Application	N/A	N/A
TrueMe	Canada	Trademark Application	N/A	N/A
TRUEME	Mexico	Registered Trademark	986834	5/30/2007
TRUEME	Mexico	Registered Trademark	990790	6/28/2007
TRUEME	Singapore	Registered Trademark	T0704761I	3/5/2007
TRUEME	Singapore	Trademark Application	N/A	N/A
TRUEME	United Kingdom	Registered Trademark	2448276	9/14/2007
TrueMe	United States	Trademark Application	N/A	N/A
TrueMe	European Union	Trademark Application	N/A	N/A
U logo	United States	Trademark Application	N/A	N/A
YOU and U logo	United States	Trademark Application	N/A	N/A
YOU logo	United States	Trademark Application	N/A	N/A
YOU TECHNOLOGY and U logo	United States	Trademark Application	N/A	N/A
ZI FU QING	China	Trademark Application	N/A	N/A