

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 |
| Commerciant, L.P. | | 05/05/2009 | LIMITED PARTNERSHIP: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | AEGIS TEXAS VENTURE FUND L.P. | | |
| Street Address: | 1800 West Loop South, Suite 475 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77027 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2963064 | POSWARE | |
| Registration Number: | 3200290 | M2 | |
| Registration Number: | 2668814 | COMMERCiant | |
| Registration Number: | 2925607 | MOBILESCAPE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (612)746-3006 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 612-605-1045 | | |
| Email: | shipsides@daiplaw.com | | |
| Correspondent Name: | Elizabeth Q. Shipsides | | |
| Address Line 1: | 220 South Sixth Street, Suite 2000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 5051.04-US-01 | | |
| NAME OF SUBMITTER: | Elizabeth Q. Shipsides | | |

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REEL: 004026 FRAME: 0367

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| Signature: | /Elizabeth Q. Shipsides/ |
| Date: | 07/17/2009 |
| Total Attachments: 2 source=Commerciant to Aegis#page1.tif source=Commerciant to Aegis#page2.tif | |

CONFIRMATION OF ASSIGNMENT

WHEREAS, Commerçant, L.P. ("Assignor"), a business entity organized and existing under the laws of the State of Texas, and having its principal offices at 3130 Rogerdale Rd., Suite 190, Houston Texas, was the owner of certain Intellectual Property listed below and the goodwill of the business appertaining to the Trademarks at the time of the Foreclosure Sale on April 20, 2009. It is Assignor's understanding that any and all security interests related to the Intellectual Property were extinguished as of the Foreclosure Sale on April 20, 2009.

WHEREAS, AEGIS TEXAS VENTURE FUND L.P. ("Assignee") as Agent, a business entity organized and existing under the laws of the State of Texas, and having its principal offices at 1800 West Loop South, Suite 475, Houston, Texas, is desirous of acquiring the entire right, title and interest in and to said Intellectual Property and the goodwill of the business appertaining to said trademarks by way of the Foreclosure Sale on April 20, 2009. AEGIS TEXAS VENTURE FUND L.P. is as agent by way of a Subordination Agreement subject to an Intercreditor and Collateral Sharing Agreement and other related loan documents referenced in these named Agreements, all of which are dated December 10, 2007.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged, Assignor confirms that Assignor has sold, assigned and transferred, and by the present document, to the extent that the transfer has not been previously completed, does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Intellectual Property, all applications claiming priority to said Intellectual Property including all divisions, continuations or renewals thereof, and any subsequent or related Trademark Registrations or Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such Patents or Trademarks including all of its rights under the International Convention. The Intellectual Property includes the following:

1. U.S. Patent 7,204,416
2. U.S. Patent 7,142,813
3. U.S. Patent 6,978,380
4. U.S. Patent 6,877,093
5. U.S. Patent 6,851,608
6. U.S. Patent Application 11/269,153
7. Australian Patent Application AU 0167029A
8. Trademark - POSWARE
9. Trademark - M2
10. Trademark - COMMERCANT
11. Trademark - MOBILESCAPE

Assignor authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for related Intellectual Property, in its own name if desired, in any and all

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foreign countries, and additionally to claim the filing date of said patents, patent applications or trademarks and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance related to the enjoyment of the Intellectual Property rights in the United States, or any and all foreign countries, and in enforcing any rights related to the Intellectual Property, by giving testimony in any proceedings or transactions involving such Intellectual Property.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below.

ASSIGNOR: Commerçant, L.P.

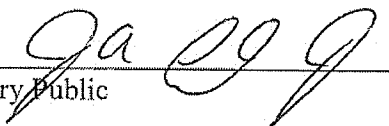
Date: May 5, 2009


Signature

Timothy D. Davis
Name Printed or Typed

Chairman & CEO
Title

Subscribed to and sworn to before
me this 5th day of May, 2009.


Notary Public

Notary Seal

