

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 Payment Solutions, LLC		04/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Planet Payment, Inc.		
Street Address:	670 Long Beach Blvd.		
City:	Long Beach		
State/Country:	NEW YORK		
Postal Code:	11561		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2698529	IPAY	
CORRESPONDENCE DATA			
Fax Number:	(631)501-3526		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	631.501.5700		
Email:	jsteen@cdfslaw.com		
Correspondent Name:	Jeffrey S. Steen, Carter, DeLuca, Farrell		
Address Line 1:	445 Broad Hollow Road		
Address Line 2:	Suite 420		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	949-44		
NAME OF SUBMITTER:	Jeffrey S. Steen		
Signature:	/Jeffrey Steen/		

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**TRADEMARK
 REEL: 004059 FRAME: 0195**

Date:

09/10/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of April 21, 2008 (the "*Effective Date*"), by and between Pay By Touch Payment Solutions, LLC, a Delaware limited liability company ("*Assignor*"), and Planet Payment, Inc. ("*Assignee*").

RECITAL

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Sale and Purchase Agreement, dated as of April 4, 2008 (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the Owned Intellectual Property (as defined in the Purchase Agreement), which includes all of the Assignor's right, title and interest in and to all of the trademarks, service marks and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used in the conduct of the Business (as defined in the Purchase Agreement), including, but not limited to, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

2. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflict of laws. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Executed signature pages to this Assignment may be delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will have the same effect as if the original signature had been delivered by the sending party to the receiving party. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

ASSIGNOR:

PAY BY TOUCH PAYMENT SOLUTIONS, LLC

Signed: Thomas Luwisen
By: THOMAS LUWISEN
Its: CRO

ASSIGNEE:

PLANET PAYMENT, INC.

Signed: _____
By: _____
Its: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

ASSIGNOR:

PAY BY TOUCH PAYMENT SOLUTIONS, LLC

Signed: _____
By: _____
Its: _____

ASSIGNEE:

PLANET PAYMENT, INC.

Signed: _____
By: _____
Its: _____

[Handwritten signature]
[Handwritten signature]
[Handwritten initials]
[Handwritten initials]

SCHEDULE A

REGISTRATIONS WITH RESPECT TO ASSIGNED TRADEMARKS

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG. NUMBER	REG. DATE
IPAY	France	Registered Trademark	53374171	8/17/2001
IPAY	Germany	Trademark Application	30515032	2/28/2006
IPAY	Spain	Registered Trademark	2654702	1/3/2006
IPAY	Germany	Trademark Application	N/A	N/A
IPAY & Design	Japan	Registered Trademark	4656003	3/20/2003
IPAY & Design	European Council	Registered Trademark	183520-0001	5/27/2004
IPAY INTERNET BILLING COMPANY & Design	European Council	Registered Trademark	2352698	6/20/2003
iPAY Stylized	Japan	Registered Trademark	4700652	8/15/2003
IPAY	United States	Registered Trademark	2698529	3/18/2003
IPAY INTERNET BILLING COMPANY & Design	United States	Registered Trademark	2698527	3/18/2003
IPAY.COM	United States	Registered Trademark	2698528	3/18/2003
NEXGEN	United States	Registered Trademark	2906213	11/30/2004
NEXGEN & Design	United States	Registered Trademark	2906212	11/30/2004

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