

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Planet Payment, Inc.		04/21/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Castle Processing, Inc.		
<b>Street Address:</b>	670 Long Beach Blvd.		
<b>City:</b>	Long Beach		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11561		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2698529	IPAY	
<b>CORRESPONDENCE DATA</b>			
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/		
Date:	09/10/2009		

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**Total Attachments: 3**

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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 Planet Payment, Inc. ("*Assignor*"), and New Castle Processing, Inc., a Delaware corporation ("*Assignee*").

### RECITAL

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 4, 2008, by and among Assignor, Pay By Touch Payment Solutions, LLC, a Delaware limited liability company ("*Seller*") and Solidus Networks, Inc., a Delaware corporation dba Pay By Touch, aka Pay By Touch Solutions (the "*Purchase Agreement*"), Assignor acquired all of the Seller'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 Seller'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*").

WHEREAS, pursuant to the Contribution Agreement, dated as of April 21, 2008, by and between Assignor and Assignee (the "*Contribution Agreement*"), Assignor has contributed to Assignee all of its right, title and interest in and to the Acquired Assets (other than the Transferred Contracts, as defined in the Purchase Agreement).

### 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 assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby 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 was also transferred to Assignor pursuant to the Purchase Agreement and is being transferred to Assignee under the Contribution 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.

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

**ASSIGNOR:**

**PLANET PAYMENT, INC.**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**NEW CASTLE PROCESSING, INC.**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**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