

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 Processing, Inc.		04/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Processor Acquisition, LLC		
Street Address:	101 Crossways Park West		
City:	Woodbury		
State/Country:	NEW YORK		
Postal Code:	11797		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3144461	CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION	
Registration Number:	1798291	CARDSMART	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-818-9200		
Email:	mlrener@ssbb.com,pcarey@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169-0079		
ATTORNEY DOCKET NUMBER:	103922.1		
NAME OF SUBMITTER:	Mark Lerner		
Signature:	/mark lerner/		

CH \$65.00 3144461

Date:

10/26/2009

Total Attachments: 5

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ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT made as of the 3 day of April, 2008 (this "Agreement") between Pay By Touch Processing, Inc., a Delaware corporation ("Assignor"), and Processor Acquisition, LLC, a wholly-owned subsidiary of Merrick Bank Corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the various registered and unregistered trademarks, service marks, trade names, trade dress, logos, business and product names, slogans and internet domain names (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) listed on Annex A hereto (collectively the "Trademarks"); and

WHEREAS, each of the domain names listed in Annex A (the "Domain Names") has been registered with the applicable ICANN-accredited domain name registrar (collectively the "Registrars");

WHEREAS, pursuant to a Asset Sale and Purchase Agreement dated April 2, 2008 (the "Purchase Agreement"), among Assignor, Assignee and Solidus Networks, Inc., Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the above premises and the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks: Assignor hereby sells, transfers, conveys and assigns to the Assignee:
 - (i) all of the Assignor's right, title and interest in and to the Trademarks, including, but not limited to, all of the Assignor's right, title and interest with regard to the ownership, renewal, protection (including, without limitation, the right to apply for registration), use and exploitation of the Trademarks,
 - (ii) all income, damages, or payments now or hereafter due or payable with respect to the Trademarks;
 - (iii) all claims, causes of action, actions, suits, or other proceedings, in law or in equity, for, past, present or future infringement of the Trademarks, whether or not said Trademarks have been registered in the Patent and Trademark Office of the United States of America; and
 - (iv) the goodwill of the Business appurtenant to and symbolized by the Trademarks.
2. Request for Authorization: Following the Initial Asset Closing, upon forty-eight hours' notice to Assignor, Assignee will submit requests for the transfer of such Domain Name to the applicable Registrar for each Domain Name.
3. Authorization of Transfers: As promptly as practicable following receipt by the applicable administrative contact for each Domain Name, Assignor shall or shall cause each such

administrative contact to authorize the transfer of such Domain Name to Assignee in accordance with the applicable request from the applicable registrar.

4. Unlocking Domains: As promptly as practicable following receipt of notification from Assignee that a particular Registrar has placed a lock on a Domain Name, Assignor agrees to request that such Registrar remove such lock and promptly to notify Assignee when the applicable registrar has removed the lock. The date of notification from Assignor that such locks have been removed will serve as the closing date for those domains and Assignee and Assignor, thereafter, will follow the procedure for transfer set forth in Sections 2 and 3 above.

5. Appointment as Attorney: From and after the time of the Initial Asset Closing, Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, solely to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks, including the right to sue for infringement of the Trademarks, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason. The intent of this Agreement is to substitute the Assignee in the place of Assignor with respect to the rights assigned by this Agreement.

6. Successors and Assigns: This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

7. Additional Documents and Information: Assignor and Assignee agree to execute all documents, instruments and certifications as Assignee may reasonably request to record the assignment made by this Agreement and in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Trademarks.

8. Purchase Agreement Governs: This Agreement is subject in all events to the terms and conditions of the Purchase Agreement and in the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

9. Choice of Law: Any claims and causes of action arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Domain Name Transfer Agreement as of the date first written above.

PAY BY TOUCH PROCESSING, INC.

By: Tom Lumsden
Tom Lumsden, CRO

PROCESSOR ACQUISITION, LLC

By: Merrick Bank Corporation

By: _____
Name: Richard L. Urrutia
Title: President and Chief Executive Officer

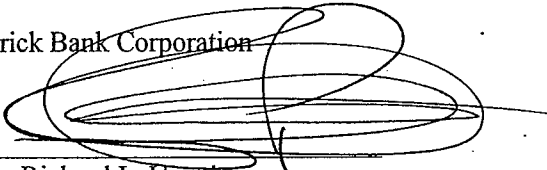
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By: _____
Tom Lumsden, CRO

PROCESSOR ACQUISITION, LLC

By: Merrick Bank Corporation

By: 
Name: Richard L. Urrutia
Title: President and Chief Executive Officer

Annex A

TRADEMARKS

NAME	COUNTRY OF FILING	APPLICATION TYPE	REG. NUMBER	REG. DATE
CARDSYSTEMS	United States	Registered Trademark	2535437	2/5/2002
CARDSYSTEMS	United States	Registered Trademark	2535444	2/5/2002
CARDSYSTEMS THE POWER OF THE RIGHT SOLUTION & Design	United States	Registered Trademark	3144461	9/19/2006
EXPERTR & Design	United States	Registered Trademark	1464383	11/10/1987
CARDSMART	United States	Registered Trademark	2469079	7/17/2001
CARDSMART	United States	Registered Trademark	1798291	10/12/1993
CARDSYSTEMS	United States	Registered Trademark	2535437	2/5/2002

Domain Name Registration

Service	Type	Expiration	Registrar	Account	Account Holder
pbtp.com	Domain	11/17/2011	NetSol	29627727	Pay By Touch