

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unisys Corporation		02/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Burroughs Payment Systems, Inc.		
Street Address:	41100 Plymouth Road		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3509516	SMARTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	034516.0001		
NAME OF SUBMITTER:	Scott Kareff (034516-0001)		
Signature:	/kc for sk/		
Date:	02/25/2010		

CH \$40.00 3509516

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of February 1, 2010, is by and between Unisys Corporation ("Assignor") and Burroughs Payment Systems ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 23, 2009 (as amended, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to sell, assign, transfer and convey to Assignee, and Assignee agreed to purchase, acquire and accept, all of Assignor's right, title and interest in and to the Purchased Assets, including, without limitation, the Trademark identified in Schedule A attached hereto (the "Purchased Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Purchased Trademark, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, in the United States and all jurisdictions outside the United States, including the right to apply for trademark registrations outside the United States based in whole or in part upon said Purchased Trademark, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications with respect to the Purchased Trademark, and every priority right that is or may be predicated upon or arise from said Purchased Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of said Purchased Trademark with the right to sue and collect the same for its own use or for the use of its successors and assigns.
2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
3. Nothing in this Assignment is intended to, nor shall it, extend, amplify, limit or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.
4. Assignor hereby authorizes the Director of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Purchased Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct,

in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Purchased Trademark, in accordance with this Assignment.

5. Assignor hereby covenants and agrees to provide any further necessary documentation and to do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Purchased Trademark in Assignee, its successors, assigns, or other legal representatives.

6. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

Execution Version

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

UNISYS CORPORATION

By: M. Lazare Smith

Name: M. Lazare Smith

Title: Senior Vice President,
Corporate Development

ASSIGNEE:

BURROUGHS PAYMENT SYSTEMS, INC.

By: _____

Name: Andres Martinez

Title: Secretary

SIGNATURE PAGE TO
TM ASSIGNMENT
AGREEMENT

TRADEMARK
REEL: 004158 FRAME: 0322

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

UNISYS CORPORATION

By: _____

Name: M. Lazane Smith
Title: Senior Vice President,
Corporate Development

ASSIGNEE:

BURROUGHS PAYMENT SYSTEMS, INC.

By: _____

Name: Andres Martinez
Title: Secretary

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Schedule A
Registered Trademark assigned to Assignee

SMARTSOURCE

Mark registered for Goods and Services
IC 009, G&S: Scanners for use in remittance, payment, check, bank and order-fulfillment
service industries.

First Use: December 1, 2007

Serial No.: 77195296

Registration No.: 3509516

Filing Date: June 1, 2007

Registration Date: September 30, 2008