

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                                     |
|----------------------------------|--|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                                     |
| <b>NATURE OF CONVEYANCE:</b>     |  | 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>                  |
| WebYes! LLC                      |  | 07/01/2010                                   | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |  |                                     |
| <b>Name:</b>                     | Achieve Financial Services, LLC  |  |                                     |
| <b>Street Address:</b>           | 9050 Capital of Texas Hwy  |  |                                     |
| <b>Internal Address:</b>         | Building 3, Suite 320  |  |                                     |
| <b>City:</b>                     | Austin   |  |                                     |
| <b>State/Country:</b>            | TEXAS  |  |                                     |
| <b>Postal Code:</b>              | 78759  |  |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |  |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |  |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                                     |
| <b>Registration Number:</b>      | 3682035  | ACHIEVECARD                                  |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |  |                                     |
| <b>Fax Number:</b>               | (650)833-2001  |  |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                                     |
| <b>Phone:</b>                    | 650.833.2373   |  |                                     |
| <b>Email:</b>                    | tmfilings@dlapiper.com, dash.mclean@dlapiper.com                                     |  |                                     |
| <b>Correspondent Name:</b>       | Paul A. McLean, Esq.   |  |                                     |
| <b>Address Line 1:</b>           | 2000 University Avenue   |  |                                     |
| <b>Address Line 4:</b>           | East Palo Alto, CALIFORNIA 94303-2215  |  |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 360209-1 PAM   |  |                                     |
| <b>NAME OF SUBMITTER:</b>        | Paul A. McLean, Esq., DLA Piper LLP (US)   |  |                                     |
| <b>Signature:</b>                | /Paul A. McLean/   |  |                                     |

CH \$40.00 3682035

**900171071**

**TRADEMARK  
 REEL: 004273 FRAME: 0230**

Date:

09/07/2010

**Total Attachments: 5**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**") is entered into on July 1, 2010 (the "**Effective Date**"), by and between WebYes! LLC, a Delaware limited liability company (the "**Assignor**"), and Achieve Financial Services, LLC, a Delaware limited liability company and a subsidiary of Assignors (the "**Assignee**").

### RECITALS

WHEREAS, the Assignee intends to enter into a financing transaction (the "**Financing**") with certain investors (the "**Investors**"), pursuant to the terms of a Preferred Units Purchase Agreement to be entered into among the Assignee and the Investors; and

WHEREAS, to facilitate the Financing, the Assignor hereby desires to assign to the Assignee and the Assignee desires to assume the Assigned Assets (as defined below).

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto hereby agree as follows:

1. **Transfer and Assignment of Assigned Assets.** The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee all of the Assignor's rights, title and interest to and in all the contracts specifically listed on Exhibit A attached hereto and the trademark rights as set forth on Exhibit A (collectively, the "**Assigned Assets**").

2. **Assumption of Assumed Liabilities.** The Assignee hereby assumes and undertakes to assume, pay, perform, satisfy, and discharge when due all liabilities under the Assigned Assets.

3. **Further Assurances.**

(a) The Assignor hereby covenants and agrees to cooperate and cause its Affiliates to cooperate with the Assignee, from time to time on or after the Effective Date, upon the Assignee's request and without further consideration, to take all actions and to execute and deliver all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the assignment, transfer and delivery of the Assigned Assets as provided in and contemplated by this Agreement and the Assignee's ownership of all rights, title and interests therein at the Assignor's expense.

(b) The Assignee hereby covenants and agrees to cooperate and cause its Affiliates to cooperate with the Assignor from time to time on or after the Effective Date, upon the Assignor's request and without further consideration, to take all actions and to execute and deliver all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the assumption of the liabilities under the Assigned Assets as provided in and contemplated by this Agreement at the Assignee's expense.

4. **Unassignable Assigned Assets.** To the extent that any of the Assigned Assets are not assignable or otherwise transferable by the Assignor to the Assignee without the consent, approval or waiver of another party thereto or any other third party (including any governmental agency), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon the Assignor, or a violation of any applicable law, then this Agreement shall not constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such

party or parties has been duly obtained, which the Assignor shall use its reasonable best efforts to accomplish as promptly as possible.

5. **Defenses.** Nothing herein shall be deemed to deprive the Assignee or the Assignor of any defenses, setoff or counterclaims against third parties that the Assignor may have had or shall have, with respect to any of the obligations, liabilities and commitments hereby assumed ("**Defenses and Claims**"). The Assignor hereby transfers, conveys and assigns to the Assignee all of its rights, titles and interest in such Defenses and Claims (to the fullest extent such Defenses and Claims may be so transferred, conveyed and assigned) and agree to cooperate and cause its Affiliates to cooperate with the Assignee to maintain, secure and perfect such Defenses and Claims as is reasonably requested by it in connection with such Defenses and Claims.

6. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by fax (upon customary confirmation of receipt), or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, or as subsequently modified by written notice.

7. **Successors and Assigns.** This Agreement shall be binding on the parties and their successors and assigns.

8. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Agreement may be amended or modified only with the written consent of the Assignee and the Assignor.

9. **Choice of Law.** Texas law shall govern this Agreement without regard to principles of conflicts of law.

10. **Severability.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11. **Headings.** The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

12. **Counterparts.** This Agreement may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE ASSIGNEE:

Achieve Financial Services, LLC

By: Brett Cravatt  
Brett Cravatt  
Manager

Address:

9050 Capital of Texas Highway  
Building 3, Suite 320  
Austin, Texas 78759

THE ASSIGNOR:

WebYes! LLC

By: Brett Cravatt  
Brett Cravatt  
Manager

Address:

400 Continental Boulevard  
El Segundo, California 90245

[Signature Page to Assignment and Assumption Agreement]

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**A**

EXHIBIT A  
ASSIGNED ASSETS  
A. TRADEMARK

**United States of America**  
United States Patent and Trademark Office

**ACHIEVECARD**

Reg. No. 3,682,035 WPNVTE LLC (DELAWARE LIMITED LIABILITY COMPANY)  
Registered Sep. 15, 2007 853 N. HIGHLAS STREET  
LL SERRANO, CA 94545

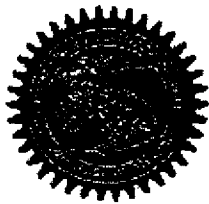
**Int. Cl.:** 36 (FOR: DEBIT CARD SERVICES; FINANCIAL AND MONETARY SERVICES; NAMELY IN-  
STANT CASH ACCOUNT SERVICES; ELECTRONIC MONEY AND FREQUENCY TRANSFER  
SERVICE; TRANSACTION AUTHORIZATION AND SETTLEMENT SERVICES; FINANCIAL  
SERVICES FOR FUNDING ONLINE CASH ADVANCES FROM PREPAID CASH CARDS,  
BANK ACCOUNTS AND CREDIT ACCOUNTS; FINANCIAL TRANSACTION SERVICES  
INVOLVING PAYMENTS TO ONLINE AND OFFLINE RETAILERS, MERCHANTS AND  
CONTENT PROVIDERS USING CASH ACCOUNT INFORMATION STORED IN A  
CENTRALIZED DATABASE; CASH DISBURSEMENT SERVICES, IN CLASS 36 (U.S. CLS.  
100, 101, 110, 120).

FIRST USE 4-11-2006; IN COMM. (CT) 4-11-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-455,657, FILED 4-25-2006.

INGA BEVIN, EXAMINING ATTORNEY



*David J. Kypars*

U.S. PATENT AND TRADEMARK OFFICE