

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									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Maritime Telecommunications Network, Inc.</td> <td></td> <td>11/01/2010</td> <td>CORPORATION: COLORADO</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Maritime Telecommunications Network, Inc.		11/01/2010	CORPORATION: COLORADO	
Name	Formerly	Execution Date	Entity Type						
Maritime Telecommunications Network, Inc.		11/01/2010	CORPORATION: COLORADO						
RECEIVING PARTY DATA									
Name:	Prepaid Solutions, Inc.								
Street Address:	1375 Peachtree Road, N.E.								
Internal Address:	Suite 600								
City:	Atlanta								
State/Country:	GEORGIA								
Postal Code:	30309								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3057435</td> <td>OCEANPAY</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3057435	OCEANPAY			
Property Type	Number	Word Mark							
Registration Number:	3057435	OCEANPAY							
CORRESPONDENCE DATA									
Fax Number:	(904)598-6212								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	904-598-6112								
Email:	krowe@sgrlaw.com								
Correspondent Name:	Katharine F. Rowe								
Address Line 1:	50 N. Laura Street								
Address Line 2:	Suite 2600								
Address Line 4:	Jacksonville, FLORIDA 32202								
NAME OF SUBMITTER:	Katharine F. Rowe								
Signature:	/Katharine F. Rowe/								
Date:	11/10/2010								

TRADEMARK

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REEL: 004412 FRAME: 0465

OP \$40.00 3057435

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Agreement for a Trademark Assignment (this "Assignment Agreement") is entered this 1st day of November, 2010 (the "Effective Date"), between **Maritime Telecommunications Network, Inc.** (hereinafter "Assignor"), of 3044 No. Commerce Parkway, Miramar, FL 33025, a Colorado corporation, and **Prepaid Solutions, Inc.** (hereinafter "Assignee"), of 1375 Peachtree Road, N.E., Suite 600, Atlanta GA 30309, a Delaware corporation.

Trademark

The Assignor is the owner of the trademark "OceanPay" (the "Mark"), and of those designs and logos (the "Logos") that Assignor has used with the Mark (together the Mark and the Logos are referred to herein as the "Marks"). The Mark is registered at the United States Patent and Trademark Office, Registration No. 3057435, filing date November 29, 2004, and issue date February 7, 2006. The parties have entered into a commercial agreement pursuant to which Assignor will provide certain sales and marketing services to Assignee with respect to Assignee's maritime payroll card program, and as part of the consideration for entering into such agreement, the parties have agreed for Assignor to assign and transfer the Marks to Assignee, and therefore, the parties desire to enter into this Assignment Agreement to effect such transfer.

Assignment

The Assignor, for good and valuable consideration, the receipt and sufficiency of which therewith, is hereby acknowledged, does hereby assign and transfer to the Assignee, as of the Effective Date, all rights, title and interest in and to the Marks and the goodwill of the business associated, including, but not limited to, the exclusive right to use, register, renew the registration of, license and assign the Marks and to exercise all rights therein. The rights herein transferred in the Marks include all of Assignor's rights to sue for present, past and future infringement of the Marks, whether arising prior to or subsequent to the Effective Date.

Further Actions

Assignor hereby agrees at its cost to take such further action and execute such additional documents as Assignee may reasonably request to perfect in Assignee all rights in the Marks and in any registrations and applications filed therefor.

Representations and Warranties

The Assignor represents and warrants to the Assignee that (i) the Assignor has the authority to enter into this Agreement and to grant the rights herein granted, (ii) it has good, valid and transferable title to the Marks and to Assignor's knowledge, they do not infringe upon the rights of any person or entity, and (iii) the Marks are hereby transferred free and clear of all liens or other encumbrances.

The Assignee represents and warrants to the Assignor that the Assignee has the authority to enter into this Agreement.

In Witness Whereof, the parties have affixed their signatures this 1st day of November, 2010.

**Maritime Telecommunications
Network, Inc., Assignor**

Prepaid Solutions, Inc., Assignee

By: Jeanne Prayther
(Signature)

Name: Jeanne Prayther

Title: CFO

Brad Fauss
By: _____
(Signature)

Name: Brad Fauss

Title: EVP and General Counsel