

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS at Reel/Frame 4428/0347

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		08/24/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	BSERV, INC.
<b>Street Address:</b>	8350 S. DURANGO DRIVE, SUITE 140
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89113
<b>Entity Type:</b>	CORPORATION: NEVADA

<b>Name:</b>	BSERV INTERNET PAYMENTS, INC.
<b>Street Address:</b>	8350 S. DURANGO DRIVE, SUITE 140
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89113
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3016438	EXTRACT STAGING SERVER
Registration Number:	3228703	NETCAPTURE
Registration Number:	3567573	CHECK360
Registration Number:	3022225	DECISION GATEWAY
Registration Number:	3628793	NETCONNECT
Registration Number:	2812484	NETDEPOSIT
Registration Number:	2576673	NET DEPOSIT
Registration Number:	2812483	NETDEPOSIT

**CH \$340.00 3016438**

Registration Number:	3345313	NEW MARKETS. NEW RULES. NEW TECHNOLOGY
Registration Number:	2716695	PROVIDERPAY
Registration Number:	3059711	REMOTE FOR BUSINESS
Registration Number:	3016437	REMOTE STAGING SERVER
Registration Number:	3708296	TOTALTRANSACT

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	36762-519 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	08/24/2011

**Total Attachments: 8**

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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release Trademark Agreement"), dated as of August 24, 2011, is made by SILICON VALLEY BANK, a California corporation ("Secured Party"), in favor of BSERV, INC., a Nevada Corporation (successor to NetDeposit's intellectual property by assignment) ("BServ") and BSERV INTERNET PAYMENTS, INC., a Nevada Corporation ("BServ Internet"; and together with BServ collectively, the "Debtors" and each individually, a "Debtor").

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of August 27, 2010 (as amended, modified or supplemented from time to time, the "Loan Agreement") by and among the Debtors, on the one hand, and Secured Party, on the other;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of August 27, 2010 (as amended, modified or supplemented from time to time, the "Security Agreement") by and among the Debtors, on the one hand, and Secured Party, on the other;

WHEREAS, pursuant to the Security Agreement, the Debtors granted a security interest in the Collateral described below to Secured Party;

WHEREAS, the Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on December 8, 2010 at Reel 4428, Frame 0347; and

WHEREAS, Secured Party now desires to terminate and release the entirety of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

A. Secured Party hereby releases and terminates the security interest granted pursuant to the Security Agreement in, to and under all of the Debtors' intellectual property (the "Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. any and all design rights that may be available to the Debtors now or hereafter existing, created, acquired or held;

4. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

5. any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Debtors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

6. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

7. any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

B. Secured Party hereby authorizes and requests the United States Patent and Trademark Office to record this Termination and Release Trademark Agreement and release and terminate the security interest in the Collateral by Secured Party.

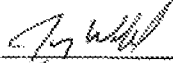
C. If and to the extent Secured Party retains any interest in the Collateral, Secured Party hereby assigns, transfers and conveys to the Debtors, all of Secured Party’s right, title and interest, now owned or hereafter acquired, that it may have whether by assignment or otherwise, in and to the Collateral.

D. Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or required in order to more fully and effectively carry out the purposes of this Termination and Release Trademark Agreement at the Debtors’ sole cost and expense.

\* \* \* \* \*

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release Trademark Agreement to be executed as of this 24<sup>th</sup> day of August, 2011.

SILICON VALLEY BANK

By:   
Name: Jay Woon  
Title: CEO

## EXHIBIT A

### Copyrights

Copyright Number	Date	Description
TX0006018310	2003	Installation and systems administration guide
V3504D492	2003	Bulk data transfer release; computer programs
TXOO05876715	2003	Decision gateway
TXOO06095477	2003	Decision gateway: installation and systems administration guide
TXOO06018311	2003	Decision gateway--route manager release 1.5 : installation guide.
TXOO05877111	2003	Deposit Review
TXOO05979859	2002	Deposit review client release 3.9 : administration guide.
TXOO05990901	2002	Deposit review client: release 3.9 : deposit reviewer user's guide.
TXOO05869385	2003	Distributed print server.
TXOO05877110	2001	Distributed print server, release 1.4 installation and administration guide.
TXOO05979858	2003	Exchange staging server.
TXOO05875891	2003	File assembler release 1.0 installation and system administration guide.
TXOO06556523	2007	NetCapture business client user guide release 5.1.
TXOO06556513	2007	NetCapture business web client gateway system manual release 5.1.
TXOO06556524	2007	NetCapture business web client user guide release 1.
TXOO06556527	2007	NetCapture platform system manual release 5.1.
TXOO06556525	2007	NetCapture portal user guide release 5.1.
TXOO06581256	2007	NetCapture 5.1.
TXOO06630769	2007	NetCapture 5.1 / by NetDeposit, Inc.
TXOO06052021	2003	NetDeposit administrative web tool: release 1.5 : installation guide.
TXOO06052020	2001	NetDeposit administrative web tool: release 1.5 : installation guide.
TXOO06015783	2002	NetDeposit administrative web tool: release 1.5 : system administration guide
TXOO06015781	2002	NetDeposit administrative web tool: release 1.5 : user guide.
TXOO06052024	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TXOO06052027	2003	NetDeposit decision gateway--NetSettlement : release 1.2 : user guide.
TXOO06015780	2003	NetDeposit decision Gateway--route manager: release 1.5 : user guide.
TXOO06052022	2003	NetDeposit deposit review client: release 3.9 : supervisor user's guide.
TXOO06052023	2002	NetDeposit deposit review client: release 3.9 : supervisor user's guide.
TXOO05893540	2002	NetDeposit : distributed print server: release 1.4 : user guide. NetDeposit extract staging server: release 1.2 : installation and system administration guide
TXOO06052025	2003	NetDeposit extract staging server: release 1.2 : installation and system administration guide
TXOO06052026	2001	NetDeposit return procedures with CheckXception (Lexign software): intended for Western Payment Alliance pilot participants
TXOO06015782	2001	NetDeposit return procedures with CheckXception (Lexign software): intended for Western Payment Alliance pilot participants
TXOO05893197	2003	NetSettlement
TX0005877109	2003	Remote client.
TXOO06016064	2002	Remote client release 3.9 administration guide.
TX00060 16341	2002	Remote client: release 3.9 : user's guide.
TX0005877247	2001	Remote client v3.9 quick reference card.
V3578D190	2009	Remote deposit & 1 other title.
V3545D488	2006	Remote deposit & 1 other title.
TX0005903053	2003	Remote staging server.
TX0005979983	2002	Remote staging server: release 3.9 : administration guide.
TX0006016342	2001	Return procedures without checkXception (Lexign software)

Copyright Number	Date	Description
TX0005877108	2003	Returns.

## **EXHIBIT B**

### **Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>App. No./Date</b>	<b>Pub. or Grant No./Date</b>
SYSTEM AND METHOD FOR UNCONTROLLED VELOCITY SCANNING	US	10953630 9/29/2004	7204416 4/17/2007
SHORT RANGE WIRELESS DEVICE INTERFACE WITH PARASITIC POWER SUPPLY	US	10177774 6/21/2002	7142813 11/28/2006
SYSTEM AND METHOD FOR SECURE AUTHENTICATION OF A SUBSCRIBER OF NETWORK SERVICES	US	09588453 6/6/2000	6978380 12/20/2005
SYSTEM AND METHOD FOR SECURE PROVISIONING AND CONFIGURATION OF A TRANSACTION PROCESSING DEVICE	US	09588367 6/6/2000	6877093 4/5/2005
SYSTEM AND METHOD FOR UNCONTROLLED VELOCITY SCANNING	US	10094873 3/7/2002	6851608 2/8/2005



## EXHIBIT C

### Trademarks

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date
EXTRACT STAGING SERVER	US	78425472 5/26/2004	3016438 11/15/2005
NETCAPTURE	US	78621073 5/2/2005	3228703 4/10/2007
CHECK360	US	77506548 6/24/2008	3567573 1/27/2009
DECISION GATEWAY	US	78425488 5/26/2004	3022225 11/29/2005
NETCONNECT	US	78621043 5/2/2005	3628793 5/26/2009
NETDEPOSIT	US	76476430 12/18/2002	2812484 2/10/2004
NETDEPOSIT	US	76073494 6/19/2000	2576673 6/4/2002
NetDeposit Design <b>NetDeposit</b>	US	76476429 12/18/2002	2812483 2/10/2004
NEW MARKETS. NEW RULES. NEW TECHNOLOGY.	US	78643176 6/3/2005	3345313 11/27/2007
PROVIDERPAY	US	76263831 5/29/2001	2716695 5/13/2003
REMOTE FOR BUSINESS	US	78425479 5/26/2004	3059711 2/14/2006
REMOTE STAGING SERVER	US	78425459 5/26/2004	3016437 11/15/2005
TOTALTRANSACT	US	77712935 4/13/2009	3708296 11/10/2009

**EXHIBIT D**

**Mask Works**

None.