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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		11/30/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Bserv Internet Payment, Inc.	
Street Address:	8350 South Durango Drive, Suite 140	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89113	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Registration Number:	2668814	COMMERCIANT		
Registration Number:	3200290	M2		
Registration Number:	2963064	POSWARE		
Registration Number:	3721809	IT'S YOUR MONEY. GET IT ANYWHERE.		
Registration Number:	3766450	IT'S YOUR MONEY. GET IT FASTER.		
Registration Number:	2925607	MOBILESCAPE		

CORRESPONDENCE DATA

Fax Number: (212)656-1342 Phone: 212-318-6257

Email: david.adams@thomsonreuters.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Katy Barbosa, Senior Paralegal

Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP

TRADEMARK REEL: 004671 FRAME: 0856

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Address Line 4: New York, NEW YORK 10022			
NAME OF SUBMITTER:	David Adams		
Signature:	/david adams TR/		
Date:	12/02/2011		
Total Attachments: 4 source=Bserv Internet Payments Trademark#page2.tif source=Bserv Internet Payments Trademark#page3.tif source=Bserv Internet Payments Trademark#page4.tif source=Bserv Internet Payments Trademark#page5.tif			

TRADEMARK REEL: 004671 FRAME: 0857

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30 2011, by BANK OF MONTREAL, as Administrative Agent ("Agent"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, BSERV INTERNET PAYMENTS, INC., a Nevada corporation ("Grantor"), with its principal place of business and mailing address at 8350 South Durango Drive, Suite 140, Las Vegas, Nevada 89113, and Agent were parties to a Trademark Security Agreement dated as of August 24, 2011 (the "Security Agreement"), pursuant to which Grantor granted a Lien on and continuing security interest to Agent in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 25, 2011, at Reel 4611, Frame 0368; and

WHEREAS, Grantor has requested that Agent release its Lien on and continuing security interest in the Trademark Collateral and assign any and all rights in the same to the Grantor.

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

- 1. Agent hereby releases its Lien on and continuing security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark</u> Collateral"):
 - (i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on <u>Schedule A</u> hereto, and all renewals and extensions of the foregoing;
 - (ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and
 - (iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including, without limitation, any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

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2. If and to the extent Agent retains any interest in the Copyright Collateral, Agent hereby assigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest, now owned or hereafter acquired, that it may have whether by assignment or otherwise, in and to the Trademark Collateral.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

TRADEMARK REEL: 004671 FRAME: 0859 IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

Ву:

Name: Katie Jones

Title: Managing Director

SCHEDULE A

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Goods/ Services	App. No. App. Date	Reg. No. Reg. Date	Owner
COMMERCIANT	US	9, 36	76369916	2668814	BSERV INTERNET
			2/12/2002	12/31/2002	PAYMENTS, INC.
M2	US	9	78212735	3200290	BSERV INTERNET
M2			2/10/2003	1/23/2007	PAYMENTS, INC.
POSWARE	US	42	78212743	2963064	BSERV INTERNET
			2/10/2003	7/21/2005	PAYMENTS, INC.
IT'S YOUR MONEY.	US	36	77733561	3721809	BSERV INTERNET
GET IT ANYWHERE			5/11/2009	12/8/2009	PAYMENTS, INC.
IT'S YOUR MONEY.	US	36	77733529	3766450	BSERV INTERNET
GET IT FASTER.			5/11/2009	3/30/2010	PAYMENTS, INC.
MOBILESCAPE	US	9, 36	76370360	2925607	BSERV INTERNET
			2/12/2002	2/8/2005	PAYMENTS, INC.

2. REGISTERED FOREIGN TRADEMARKS:

None.

3. TRADEMARK APPLICATIONS:

None.

Trademark Release and Reassignment - Domestic Sub

RECORDED: 12/02/2011

TRADEMARK REEL: 004671 FRAME: 0861