

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Joseph H. Baldiga | | 10/02/2008 | Chapter 7 Trustee: |
| RECEIVING PARTY DATA | | | |
| Name: | C.A. Acquisition Newco LLC | | |
| Street Address: | 390 Bay Street | | |
| Internal Address: | Suite 802 | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 2Y2 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3343868 | PAYCASH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (647)259-1776 | | |
| Phone: | 647-259-1754 | | |
| Email: | hnesathurai@nesluk.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Hari Nesathurai | | |
| Address Line 1: | 390 Bay Street | | |
| Address Line 2: | Suite 802 | | |
| Address Line 4: | Toronto, CANADA M5H 2Y2 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |

OP \$40.00 3343868

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Hari Nesathurai

Signature:

/Hari Nesathurai/

Date:

03/02/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is entered into as of October 1, 2008 (the "Effective Date"), by Joseph H. Baldiga, Chapter 7 Trustee ("Transferor") of Cyphermint, Inc., a New York corporation (the "Debtor"), to C.A. Acquisition Newco LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Transferor has agreed to sell and C.A. Acquisition Corp. (the "Buyer") has agreed to purchase certain "Subject Assets" as defined in that certain Order, dated September 29, 2008 (the "Asset Purchase Order"), granting the motion by Transferor for entry of an order authorizing the private sale of substantially all of the Debtor's assets used and useful in connection with the operation of the Debtor's business free and clear of liens, claims, interests and encumbrances to Buyer or its nominee under the terms of that certain Offer to Purchase Assets of Debtor Cyphermint, Inc., dated August 28, 2008 (as modified on September 29, 2008, the "Asset Purchase Offer"); and

WHEREAS, pursuant to paragraph 3 of the Asset Purchase Order, the Transferor is authorized and directed to consummate such transaction with the Buyer or its nominee, and Buyer has designated the Assignee as its nominee; and

WHEREAS, pursuant to the terms of the Asset Purchase Order, the Transferor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Debtor's right, title and interest, if any, in and to those registered trademarks identified on Schedule A (attached hereto and made a part hereof), certain unregistered domestic trademarks, and other registered and unregistered foreign trademarks, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the Asset Purchase Offer, the transactions contemplated thereby and other good and valuable consideration, the receipt of which is hereby acknowledged, Transferor and Assignee agree as follows:

1. Transfer of Trademarks. Transferor hereby sells, assigns, transfers and sets over to Assignee all of Debtor's right, title and interest, if any, in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks is used, and with any and all pending applications, renewals and extensions of the registrations, if any, for said Trademarks that may be secured under the laws now or hereafter in effect in the United States or any other country or countries. Upon assignment of the Trademarks to Assignee, Transferor shall cease to make any use of the Trademarks and shall not cause confusion with the business of the Assignee and shall not seek to register or use any domain name or trademark which incorporates the Trademarks or part thereof or is colorably similar thereto without having first obtained the prior written consent of Assignee. Transferor agrees, at Assignee's expense, and for a period of ten (10) days from the date hereof, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.

2. Binding Provisions. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to the choice of law principles thereof.

4. Inconsistent Terms. This Assignment of Patents shall be subject to the provisions of the Asset Purchase Order, and if and to the extent they are inconsistent, the provisions of the Asset Purchase Order shall be controlling.

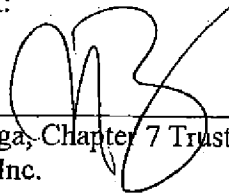
5. THE TRANSFEROR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION, USE, EXISTENCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF, OR THE EXTENT OF THE DEBTOR'S INTEREST (IF ANY) IN THE TRADEMARKS, AND THE ASSIGNEE, BY THE ACCEPTANCE OF THIS ASSIGNMENT, ACKNOWLEDGES RECEIPT THEREOF AND AGREES THAT THE TRANSFEROR HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO (A) THE CONDITION, USE, EXISTENCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE THEREOF, OR (B) THE EXTENT OF THE DEBTOR'S INTEREST (IF ANY) THEREIN, AND THAT THE ASSIGNEE ACCEPTS THE TRADEMARKS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AT THIS TIME OF DELIVERY. FURTHER, ASSIGNEE ACKNOWLEDGES THAT TRANSFEROR HAS NOT EVALUATED, PERFECTED, AND/OR SUPPLEMENTED ANY OF THE TRADEMARKS AT ANY TIME PRIOR HERETO.

6. ASSIGNEE ACKNOWLEDGES THAT WITH RESPECT TO SOME OF THE TRADEMARKS, THE DEBTOR MAY HERETOFORE HAVE RECEIVED ONE OR MORE NOTICES OF TERMINATION, CANCELLATION AND/OR RENEWAL, AND THAT THE TRANSFEROR (A) HAS NO DUTY OR RESPONSIBILITY OF DISCLOSURE, REMEDIATION, PAYMENT OR OTHERWISE IN RELATION TO ANY SUCH NOTICES, AND (B) HAS NOT MADE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OR COVENANTS IN RELATION TO ANY SUCH NOTICES OR THE ASSETS SUBJECT THERETO.

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

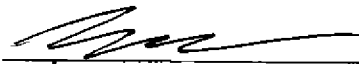
TRANSFEROR:



Joseph H. Baldiga, Chapter 7 Trustee in Bankruptcy
of Cyphermint, Inc.


ASSIGNEE:

C.A. ACQUISITION NEWCO LLC

By: 
Name: HARI MESATHARAN
Title: 1722901 ULTRA LIMITED
MEMBER

ACKNOWLEDGED:

C.A. ACQUISITION CORP.

By: 
Name: HARI MESATHARAN
Title: 1722901 ULTRA LIMITED
MEMBER

[signature page to Trademark Assignment]

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On October 2, 2008, Joseph H. Baldiga the Chapter 7 Trustee in the Bankruptcy of Cyphermint, Inc. (the "Principal") personally appeared before me and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification: _____



Notary Public

Printed Name: Judith A. Southland

My Commission Expires: February 20, 2009

[Seal]

Schedule A

TRADEMARKS

All Trademarks including without limitation, the following:

| <u>Mark</u> | <u>Registration Number and Date</u> |
|-------------------------------|-------------------------------------|
| Paycash | 3,343,868 |
| Paycash (design) | 2,585,067 |
| CM (design) | 2,594,067 |
| Paycash Now Card | 3,239,102 |
| Paycash Now | 3,027,240 |
| It's Time to Pay it Safe | 2,908,218 |
| Cyphermint Pay Cash System | 2,636,760 |
| Cyphermint | 2,687,082 |