

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Trademark Liens-Sale Order

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bancorp Bank		09/17/2010	Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	vantiv, LLC
Street Address:	8500 Governor's Hill Drive
Internal Address:	MD 1GH4YE
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45249-1384
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3295429	AGILE, SECURE & POWERFUL PREPAID SOLUTIONS
Registration Number:	3299714	AGILE, SECURE & POWERFUL PREPAID SOLUTIONS
Registration Number:	3299624	POWERING PREPAID
Registration Number:	3464162	POWERING PREPAID
Registration Number:	3295497	PROKNOW

CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	800-927-9801 x2348
Email:	jpaterso@cscinfo.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:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 3295429

ATTORNEY DOCKET NUMBER:	121236-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/06/2012
Total Attachments: 6 source=3-6-12 The Bancorp Bank-TM#page1.tif source=3-6-12 The Bancorp Bank-TM#page2.tif source=3-6-12 The Bancorp Bank-TM#page3.tif source=3-6-12 The Bancorp Bank-TM#page4.tif source=3-6-12 The Bancorp Bank-TM#page5.tif source=3-6-12 The Bancorp Bank-TM#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Bancorp Bank

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other Release Trademark Liens-Sale Order

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: vantiv, LLC

Internal

Address: _____

Street Address: 8500 Governor's Hill Drive, MD 1GH4YE

City: Cincinnati

State: Ohio

Country: USA Zip: 45249-1384

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

3/6/12

Date

Charlotte Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS

Trademark	Registration No.	Registration Date
<p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p> <p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p>	3295429	9/18/2007
<p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p> <p>AGILE, SECURE & POWERFUL PREPAID SOLUTIONS</p>	3299714	9/25/2007
<p>POWERING PREPAID</p> <p>POWERING PREPAID</p>	3299624	09/25/2007
<p>POWERING PREPAID</p> <p>POWERING PREPAID</p>	3464162	07/08/2008
<p>PROKNOW</p> <p>PROKNOW</p>	3295497	09/18/2007

5. The Asset Purchase Agreement, as amended by that certain First Amendment to Asset Purchase Agreement, (the "APA"), by and between Debtor and Fifth Third Processing Solutions LLC ("Purchaser"), together with all exhibits and schedules thereto were negotiated at arms' length and in good faith.

6. Sound business reasons exist for the sale of the Property. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise by Debtor of sound business judgment and such acts are in the best interest of the Estate.

7. All objections have been withdrawn or resolved or are hereby overruled and denied.

8. The Motion is hereby granted and approved.

9. The APA is hereby authorized and approved and shall constitute a valid and binding agreement enforceable according to its terms. Debtor is authorized to consummate the transactions contemplated in the APA and to execute and deliver all documents necessary to effectuate and consummate the sale and transfer of the Property to the Purchaser subject to the terms of the APA. Debtor and the Purchaser are hereby authorized to enter into any and all additional or related agreements, instruments and documents which are contemplated by the APA and the exhibits and schedules thereto, and are further authorized to enter into any amendments to the APA, provided that such amendments do not materially alter the transactions contemplated in the APA.

10. Pursuant to the APA, Debtor is authorized to sell and convey to Purchaser all of its right, title and interest in the Property. Pursuant to 11 U.S.C. §§ 363(b) and (f), the sale and conveyance of the Property to Purchaser shall be free and clear of all liens, judgments, encumbrances, easements or claimed easements (except those easements of record), claims, taxes, options, charges, pledges, security interests, mortgages, conditional sales agreements, setoffs, recoupments, restrictions, options or rights to purchase, and all other rights and interests of any other parties, whether secured or unsecured, contingent or absolute, liquidated or unliquidated, perfected or unperfected, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, or recorded or unrecorded (collectively, "Liens").

11. The Purchaser is buying only the Property and is not a successor in interest to Debtor, nor does Purchaser's acquisition of the Property reflect a substantial continuity of the operations of Debtor's businesses. Except as otherwise may be provided for in the APA or this Order, Purchaser shall not be liable in any way (as successor or otherwise) for any Liens, be they known, unknown, contingent, unliquidated, or disputed, or for assets not being acquired.

12. As a result of an auction conducted on September 16, 2010, Purchaser shall pay the sum of \$1,500,000.00 (the "Purchase Price"). The Purchase Price shall be paid as follows: (1) \$125,000.00 (the "Deposit"), already paid by Purchaser and on deposit with the Debtor's bankruptcy counsel, and (2) the balance of the Purchase Price in the amount of \$1,375,000 shall be paid to Debtor on the Closing Date (as defined below) by cashier's check, certified check, or wire transfer, pursuant to written instructions from Seller, of immediately available funds..

13. Purchaser is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and is entitled to all protections afforded by that provision and applicable case law.

14. Approval of the Sale Motion is in the best interests of the creditors and Debtor's estate, and there are good and sufficient business justifications for the sale of the Property in accordance with the APA.

15. This Order shall be conclusive evidence and effective as a judicial determination that the conveyances and transfers at closing of the sale of the Property to the Purchaser shall be and are hereby deemed to be made free and clear of all Liens.

16. This Order shall be binding upon and govern the acts of all entities including, without limitation, all claimants, holders of all Liens, creditors, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or ensure any title or state of title in or to the Property.

17. Upon closing, each of Debtor's creditors shall not unreasonably refuse to execute and deliver such documents as may reasonably be required (a) to release any Liens as they may have caused to be recorded or which otherwise encumber the Purchaser's title to the Property, or (b) to memorialize the assignment of the Debtor's rights and obligations under the executory contracts and unexpired leases to the Purchaser.

18. The Debtor and its creditors shall not take any action, or cause any action to be taken, which would directly or indirectly interfere with the transfer of the Property to the Purchaser free and clear of all Liens or the Purchaser's subsequent use and enjoyment of the Property.

19. Upon closing, the Liens of creditors, parties in interest and all other entities in, upon, or in regard to the Property shall attach to the proceeds of sale, with the same validity, force, status, priority, extent and effect and subject to the same rights of avoidance or other challenge or defenses as the Liens of such parties on the Property prior to Closing, except as otherwise provided in this Order, stipulations or settlement agreements.

20. The Court shall retain jurisdiction to implement and enforce the terms and provisions of the APA and all exhibits and schedules thereto and this Order, including any disputes or objections relating thereto.

21. This is a final order and judgment.

22. The filing of the Sale Motion and this Order shall be deemed to have satisfied any requirement under Fed. R. Bankr. P. 6004(f)(1) that Debtor file an itemized statement of property sold, name of purchaser and price received with respect to the sale of the Property.

23. Notwithstanding Fed. R. Bankr. P. 6004(h), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. This Order shall

take effect immediately and shall not be automatically stayed pursuant to Fed. R. Bankr. P. 7062 or otherwise.

24. All objections to the entry of this Order not otherwise settled or withdrawn are hereby overruled.

25. The provisions of this Order are non-severable and mutually dependent.

26. The provisions of this Order and any action taken pursuant hereto shall survive the entry of any other order which may be entered (i) confirming any plan of reorganization, (ii) converting this case from Chapter 11 to Chapter 7, or (iii) dismissing this case; and the terms and provisions of this Order as well as the transactions effected pursuant hereto shall continue in full force and effect notwithstanding the entry of such other order.

Dated: September 17, 2010.

BY THE COURT:


United States Bankruptcy Judge