

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDSERV INC.		05/23/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FMS ACQUISITION, LLC		
Street Address:	30721 Russell Ranch Rd., Ste. 200		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362-6317		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3851763	FLAGSHIP MERCHANT SERVICES	
Registration Number:	3745496	FLAGSHIP MERCHANT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	IPAYMENT(77588.00005):TR		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		

CH \$65.00 3851763

Date:

05/23/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of May 23, 2012 by and between CARDSERV INC., a Massachusetts corporation doing business as Flagship Merchant Services ("*Assignor*") and FMS ACQUISITION, LLC, a Delaware limited liability company, which shall subsequently be known, by amendment to its Certificate of Incorporation, as Flagship Merchant Services, LLC ("*Assignee*").

WHEREAS, Assignor and Assignee and others are parties to that certain Asset Purchase Agreement entered into on May 2, 2012 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks and registrations listed on Schedule A attached hereto (the "*Trademarks*"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Trademarks;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties and license fees deriving from the Trademarks, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Assistance. Subject to Section 4, Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

4. Relation to Purchase Agreement. This Assignment is intended only to effect the transfer of the Trademarks, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Purchase Agreement, except as expressly provided in Section 2 of this Assignment. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. General.

5.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

5.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

5.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

5.4 Governing Law. This Assignment is deemed to have been made in the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California without reference to conflict of laws provisions thereunder.

5.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

5.6 Counterparts. This Assignment may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

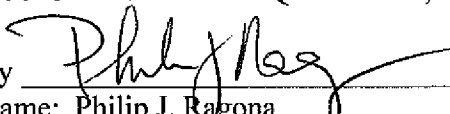
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR: CARDSERV INC.

By _____
Name:
Title:

ASSIGNEE: FMS ACQUISITION, LLC

By  _____
Name: Philip J. Ragona
Title: Senior Vice President and General Counsel

[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR: CARDSERV INC.

By 
Name: MICHAEL P.J. GERSTEIN
Title: PRESIDENT

ASSIGNEE: FMS ACQUISITION, LLC

By _____
Name:
Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004786 FRAME: 0667

SCHEDULE A

Mark	Country	Filing Date	Registration No.	Registration Date
FLAGSHIP MERCHANT SERVICES	United States	July 6, 2006	3851763	September 21, 2010
FLAGSHIP MERCHANT SERVICES	United States	July 5, 2006	3745496	February 2, 2010