

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MerchantWarehouse.com, Inc.		06/25/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	MerchantWarehouse.com, LLC
Street Address:	One Federal Street
Internal Address:	2nd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3185985	MERCHANT WAREHOUSE
Registration Number:	3299812	MERCHANTWARE
Registration Number:	3411436	CAPITAL BANKCARD
Serial Number:	85461232	CBWARE
Serial Number:	85484956	CB MOBILE OFFICE
Serial Number:	85484958	MWARE
Serial Number:	85514105	MERCHANT WAREHOUSE
Serial Number:	85514107	CAPITAL BANKCARD
Serial Number:	85514111	COSTPRO
Serial Number:	85516450	BINSMART
Serial Number:	85528675	
Serial Number:	85634086	INSIGHT
Serial Number:	85634089	GENIUS

CH \$390.00 3185985

Serial Number:	85634090	CUSTOMER ENGAGEMENT PLATFORM
Serial Number:	85634091	CONSUMER ENGAGEMENT PLATFORM

CORRESPONDENCE DATA

Fax Number: 6172754436
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-345-4665
Email: trademarks@daypitney.com
Correspondent Name: Jeremy Blackowicz
Address Line 1: One International Place
Address Line 2: Day Pitney LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	701105.000000
NAME OF SUBMITTER:	Jeremy Blackowicz
Signature:	/s/ Jeremy Blackowicz/
Date:	06/25/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 25th day of June 2012, between **MerchantWarehouse.com, Inc.**, a Massachusetts corporation doing business at One Federal Street, 2nd Floor, Boston, MA 02110 (the "Assignor") and **MerchantWarehouse.com LLC**, a limited liability company organized under the laws of Delaware, doing business at One Federal Street, 2nd Floor, Boston, MA 02110 (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in, to and under the trademark registrations and applications listed in Schedule A hereto as well as all other common law marks and source identifiers of the Assignor, together with the goodwill of the business associated therewith (collectively, the "Trademarks");

WHEREAS, the Assignor, the Assignee, MerchantWarehouse Holdings LLC, a Delaware limited liability company, and MerchantWarehouse II LLC, a Delaware limited liability company, are parties to the Contribution and Assumption Agreement dated as of June [●] (the "Contribution Agreement");

WHEREAS, the Assignee is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Trademarks will be used.

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to contribute, assign, transfer, convey and deliver certain assets of the Assignor, including, without limitation, the Trademarks, to the Assignee, and the Assignee has agreed to accept such contribution, assignment, transfer, conveyance and delivery.

NOW, THEREFORE, to further effectuate, evidence and record such contribution, assignment, transfer, conveyance and delivery in connection with the consummation of the transactions contemplated by the Contribution Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all of its right, title and interest, legal and equitable, in, to and under the Trademarks, including the goodwill of the business associated therewith. The assignment of the Trademarks granted herein includes all rights to file for and maintain registrations and renewals therefor, and all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, as well as all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.
2. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Trademarks.

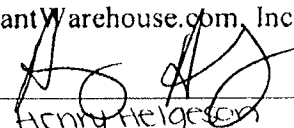
3. Authorization. Assignor authorizes and requests any official in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Trademarks.
4. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above.

Assignor

MerchantWarehouse.com, Inc.

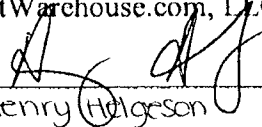


Name: Henry Helgeson
Title: President

Date executed: June 18, 2012

Assignee

MerchantWarehouse.com, LLC



Name: Henry Helgeson
Title: President

Date executed: June 18, 2012

NOTARIZATION OF ASSIGNOR SIGNATURE:

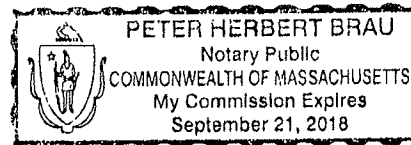
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk)

On this 18 of June, 2012, before me, a Notary Public in and for said State, personally appeared Henry Helgeson the Co-CEO of MerchantWarehouse.com, Inc., a Massachusetts corporation, proved to me through satisfactory evidence of identification to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, pursuant to authority lawfully conferred upon him/her by such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year set forth above.

Notary Public Peter Herbert Brau

My Commission expires:



SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
MERCHANT WAREHOUSE	United States		3,185,985		12/19/2006
MERCHANTWARE	United States		3,299,812		9/25/2007
CAPITAL BANKCARD	United States		3,411,436		4/15/2008
CBWARE	United States	85/461,232		11/1/2011	
CB MOBILE OFFICE	United States	85/484,956		12/1/11	
MWARE	United States	85/484,958		12/1/11	
MERCHANT WAREHOUSE	United States	85/514,105		1/11/12	
CAPITAL BANKCARD	United States	85/514,107		1/11/12	
COSTPRO	United States	85/514,111		1/11/12	
BINSMART	United States	85/516,450		1/13/2012	
Logo	United States	85/528,675		1/30/2012	
INSIGHT	United States	85/634,086		05/24/2012	
GENIUS	United States	85/634,089		05/24/2012	
CUSTOMER ENGAGEMENT PLATFORM	United States	85/634,090		05/24/2012	

CONSUMER
ENGAGEMENT
PLATFORM

United
States

85/634,091

05/24/2012

MERCHANT
WAREHOUSE
Logo

Canada

1576643

05/07/2012

Canada

1576644

05/07/2012