

## TRADEMARK ASSIGNMENT

Electronic 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
Parishpay, LLC		03/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Yapstone, Inc.		
Street Address:	2033 N. Main Street		
Internal Address:	Suite 510		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85575290	PARISHPAY	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mhoffman@ngelaw.com		
Correspondent Name:	John A. Cullis		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	21812.0001		
NAME OF SUBMITTER:	John A. Cullis		
Signature:	/John A. Cullis/		

Date:

07/19/2012

**Total Attachments: 5**

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## TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (this "Assignment") is executed as of March 29, 2012 (the "Effective Date") between PARISHPAY, LLC, a Delaware corporation ("Assignor"), and YAPSTONE, INC., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of March 29, 2012, by and between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's rights, title and interests in and to the Acquired Assets, including, without limitation, the Business Intellectual Property;

WHEREAS, Assignor is the owner of the entire right, title, interest in and to the United States and foreign trademarks, service marks and trade names as set forth on Schedule A (the "Assigned Marks"), all of which are included in the Business Intellectual Property and are to be assigned to Assignee pursuant to the Asset Purchase Agreement; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's worldwide rights, titles and interest in, to and under the Assigned Marks.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's worldwide rights, title and interests in, to and under the Assigned Marks, including without limitation, (i) any common law rights in and to such Assigned Marks, (ii) statutory rights and registrations in and to the Assigned Marks, if any, whether filed with the Commissioner of Patents and Trademarks of the United States of America or any other agencies or authorities, governmental or otherwise, for the filing and/or registration of trademarks, trade names, service marks, and/or other intellectual property, (iii) all rights in and to any registrations and filings specifically referenced on Schedule A, (iv) all goodwill associated with the Assigned Marks and (v) any and all income royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue for and collect damages and other recoveries for past, present and future infringement of such Assigned Marks and the right to prosecute and maintain trademark applications and registrations for such Assigned Marks.

2. Assignor authorizes Assignee to file trademark applications in any or all countries for any or all of the Assigned Marks in the name of Assignee or otherwise as Assignee may deem advisable.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

5. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the intellectual property listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall, at Assignee's sole cost and expense, execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

6. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

7. This Assignment, together with the Asset Purchase Agreement and other documents and agreements referenced therein, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior written and oral understandings between the parties. This Assignment, including the provisions of this paragraph, may not be modified or amended except in a writing signed by a duly authorized representative of each party. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark and Trade Name Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**PARISHPAY, LLC**

By: PP-I Acquisition, LLC, its sole member

By: PPI-I Management, LLC, its Manager

By: 

Mark Ullman, Member

**ASSIGNEE:**

**YAPSTONE, INC.**

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE FOR TRADEMARK AND TRADE NAME ASSIGNMENT]

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark and Trade Name Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**PARISHPAY, LLC**

By: PP-I Acquisition, LLC, its sole member

By: PPI-I Management, LLC, its Manager

By: \_\_\_\_\_  
Mark Ullman, Member

**ASSIGNEE:**

**YAPSTONE, INC.**

By: \_\_\_\_\_  
Name: Thomas J. Ullman  
Title: Chairman

[SIGNATURE PAGE FOR TRADEMARK AND TRADE NAME ASSIGNMENT]

**SCHEDULE A**  
**ASSIGNED MARKS**

U. S. Trademark Application #85575290 dated March 21, 2012, for ParishPay.