

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
AmeriFlex, LLC		04/19/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
William E. Good		04/19/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	InterFlex Payments, LLC
Street Address:	3000 Internet Blvd., Suite 200
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4078412	AMERIFLEX CONVENIENCE SLEEVE
Registration Number:	4078413	AFC SLEEVE
Registration Number:	4092649	AFC
Registration Number:	3393766	AMERIFLEX
Registration Number:	3360439	AMERIFLEX CONVENIENCE CARD

CORRESPONDENCE DATA

Fax Number: 6152422221
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 614-242-2400
 Email: pew@iplawgroup.com
 Correspondent Name: Phillip E. Walker
 Address Line 1: 1600 Division Street
 Address Line 2: Suite 500

900231621

**TRADEMARK
 REEL: 004846 FRAME: 0970**

CH \$140.00 4078412

Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	004360
NAME OF SUBMITTER:	Phillip E. Walker
Signature:	/Phillip E. Walker, 52,336/
Date:	08/21/2012

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

This *Asset Purchase Agreement* (this "Agreement") is made and entered into as of April 19, 2010 (the "Effective Date") by and among InterFlex Payments, LLC, a Texas limited liability company ("Buyer"), AmeriFlex, LLC, a New Jersey limited liability company ("Seller"), and William E. Good, an individual residing in the State of Texas, a member of Seller ("Good"). Seller and Good are collectively referred to in this Agreement as the "Seller Group."

RECITALS:

WHEREAS, Seller is in the business of providing administration for Flexible Spending Arrangements (FSAs), Health Reimbursement Arrangements (HRAs), COBRA administration, and compliance related services as an independent, or "third-party," administrator (the "Business");

WHEREAS, William C. Short, an individual residing in the State of Texas ("Short"), was an owner of 203 Class B Units (as defined and described in that certain *Amended and Restated Operating Agreement* of Seller, dated October 1, 2009, by and between Good and Short) of Seller from January 1, 2009 until April 16, 2010 (the "LLC Agreement");

WHEREAS, Short and Buyer entered into that certain *Contribution Agreement*, effective as of April 16, 2010, pursuant to which Short contributed, transferred, assigned, and conveyed all 203 Class B Units owned by Short to Buyer (such Class B Units are the "Buyer's Interest in Seller");

WHEREAS, (a) Seller desires to sell to Buyer the Assets (as defined in Section 1.1(b)), and Buyer desires to purchase the Assets, and (b) Seller desires to acquire the Buyer's Interest in Seller from Buyer as partial consideration for the Assets, and buyer desires to transfer such interest to the Seller, all on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, until Buyer's purchase of the Assets from Seller becomes effective in accordance with the terms of this Agreement, Short is the President of Seller and Buyer is a member of Seller;

WHEREAS, all parties hereto are aware of the material facts as to Short and Buyer's respective relationships with, and interests in, Seller and are aware that Short and Buyer are on both sides of the transactions contemplated by this Agreement;

WHEREAS, in order to avoid a conflict of interest, Short and Buyer hereby agree, until such time as the Buyer's purchase of the Assets from Seller becomes effective in accordance with the terms of this Agreement or such transaction is terminated in accordance with Section 8.1 hereof, to (a) abstain from any and all Seller actions and internal Seller discussions, communications, votes, and decisions related to this Agreement and (b) designate Good as their proxy and authorized agent for all such Seller votes, decisions, and actions (such abstention and designation by Short and Buyer are the "Short/Buyer Recusal");

WHEREAS, the Seller Group agrees to the Short/Buyer Recusal and hereby agrees to hold Short and Buyer harmless for not participating in any and all Seller actions or internal Seller discussions, communications, votes, or decisions related to this Agreement; and

WHEREAS, each party will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement;

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties hereto agree to the foregoing recitals and as follows:

ARTICLE I **Purchase and Sale of Assets**

1.1 Purchase and Sale of Assets.

(a) At the Closing (as defined in Section 1.7), Seller agrees to sell, transfer, assign, and deliver to Buyer the Assets, and Buyer agrees to purchase and take the Assets on the terms and subject to the conditions set forth in this Agreement.

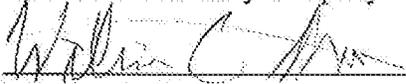
(b) The "Assets" means all of the assets of Seller, other than any Excluded Assets (as defined in Section 1.2), of every kind, nature and description whatsoever, whether tangible or intangible, personal, contingent or otherwise, including, without limitation, all of Seller's:

- (i) contract rights under the Assumed Contracts (as defined in Section 2.12(b));
- (ii) customers and customer lists;
- (iii) Permits (as defined in Section 2.9) used in connection with the Business;
- (iv) Intellectual Property (as defined in Section 2.14), including, without limitation, all rights to the name "AmeriFlex, LLC" and any similar names;
- (v) Books and Records (as defined in Section 1.7(h));
- (vi) all accounts receivable and other receivables, inventory, prepaid expenses, deposits, and other short-term assets used in, and the goodwill associated with, the Business;
- (vii) all cash on hand at the Closing;
- (viii) bank accounts; and

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

BUYER:

INTERFLEX PAYMENTS, LLC,
a Texas limited liability company

By: 
William C. Short,
Member

SELLER GROUP:

AMERIFLEX, LLC
a New Jersey limited liability company

By:  MEMBER
William E. Good,
Member


WILLIAM E. GOOD,
an individual residing in the State of Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State
Packing Slip

July 19, 2010

Page 1 of 1

Attn: Mary Littlejohn-Garber
CRS Licensing, LLC
1959 Meadow Lane
Wyomissing, PA 19610

Batch Number: 31578596

Batch Date: 07-15-2010

Client ID: 259822250

Return Method: Mail

Phone No: 6107416315

Document Number	Document Detail	Filing Number / Name	Page Count	Fee
315785960002	Certificate of Assumed Business Name	Interflex Payments LLC	0	\$25.00
Total Document Fees				\$25.00

Payment Type	Payment Status	Payment Reference	Amount
Check	Received	1300	\$25.00
Total Payments Received			\$25.00
Total Amount Charged to Client Account			\$0.00
Total Amount Credited to Client Account			\$0.00

Note: This is not a bill. Please do not send any payments until the monthly statement is received.
Any amount credited to Client Account may be refunded upon request.
Refunds (if applicable) will be processed within 10 business days.
Acknowledgement of Filing Document(s) (if present) is attached.

User ID: DGUSTAFSON

Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone:(512) 463-5555

FAX (512) 463-5709

Dial 711 for Relay Services

TRADEMARK
REEL: 004846 FRAME: 0975



Office of the Secretary of State

July 19, 2010

Mary Littlejohn-Garber
CRS Licensing, LLC
1959 Meadow Lane
Wyomissing, PA 19610 USA

RE: Interflex Payments LLC
File Number: 801248998

Assumed Name:
AmeriFlex

File Date: 07/15/2010

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Interflex Payments LLC

File Number: 801248998

Assumed Name:

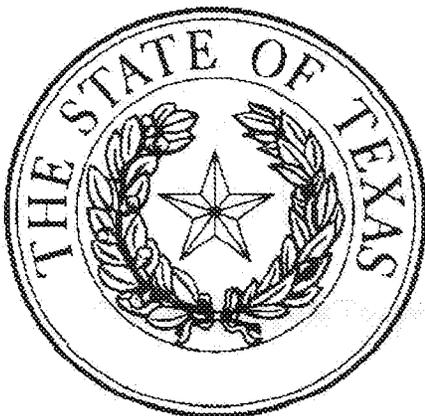
AmeriFlex

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 07/15/2010

Effective: 07/15/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555

Fax: (512) 463-5709

Dial: 7-1-1 for Relay Services

Prepared by: Debbie Gustafson

TID: 10342

TRADEMARK 785960002

RECORDED: 08/21/2012

REEL: 004846 FRAME: 0977