

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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.

<p>1. Name of conveying party(ies): T.K. Keith Company, Inc. d/b/a Primax</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Massachusetts</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Massachusetts</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Somerset Trust Company</u> Internal Address: _____ Street Address: <u>151 West Main Street</u> City: <u>Somerset</u> State: <u>Pennsylvania</u> Country: <u>USA</u> Zip: <u>15501</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Pennsylvania</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>July 1, 2011</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) serial <u>77483659</u></p> <p>B. Trademark Registration No.(s) <u>3557265</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>BizCard</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Lisa Bittner</u> Internal Address: _____ Street Address: <u>151 West Main Street</u> City: <u>Somerset</u> State: <u>PA</u> Zip: <u>15501</u> Phone Number: <u>814-443-9329</u> Fax Number: <u>814-443-9313</u> Email Address: <u>lbittner@somersettrust.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$<u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information: Deposit Account Number <u>paid previously</u> Authorized User Name _____</p>
<p>9. Signature: _____ <u>7/5/2012</u> Signature Date <u>Lisa M. Bittner</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 10</p>	

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

08/06/2012



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/21)

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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.

8-6-12

1. Name of conveying party(ies):

T.K. Keith Company, Inc. d/b/a Primax

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 1, 2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Somerset Trust Company

Internal _____

Address: _____

Street Address: 151 West Main Street

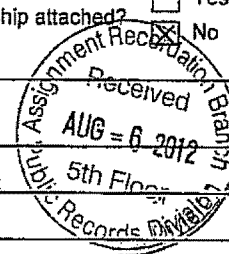
City: Somerset

State: Pennsylvania

Country: USA Zip: 15501

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States PA
- Other _____ Citizenship _____

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)

serial 77483659

B. Trademark Registration No.(s)

3557265

Additional sheet(s) attached? Yes No

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

BizCard

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

Name: Lisa Bittner

Internal Address: _____

Street Address: 151 West Main Street

City: Somerset

State: PA Zip: 15501

Phone Number: 814-443-9329

Fax Number: 814-443-9313

Email Address: lbittner@somersettrust.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 08/06/2012 HTON11 00000014 3557265

Authorized User Name _____

9. Signature:

Signature

07/05/2012

Date

Lisa M. Bittner

Name of Person Signing

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

9

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

TRADEMARK
REEL: 004865 FRAME: 0021

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of July, 2011 by and between **T. K. Keith Company, Inc. d/b/a Primax**, a Massachusetts corporation ("Primax") with a principal place of business located at 516 Edgewater Drive, Wakefield, MA 01880 and **Somerset Trust Company** ("Somerset"), a Pennsylvania Corporation with a principal place of business located at 151 West Main Street, Somerset, Pennsylvania 15501.

WHEREAS, Somerset owns all rights, title and interest in commercial credit card accounts with certain businesses for the issuance of a credit card bearing the authorized logos of MasterCard International and "BizCard" ("BizCard Accounts"), but has assigned certain rights and obligations to Primax pursuant to a Commercial Card Service Agreement dated April 27, 2009 by and between Primax and Somerset ("CCAP Agreement") and attached hereto as Exhibit A;

WHEREAS, pursuant to the CCAP Agreement, Primax owns rights to certain income and revenue related to the BizCard Accounts, and has certain obligations relating to the servicing and liability for the BizCard Accounts; and

WHEREAS, Primax is the registered owner of the "BizCard" trademark and wishes to sell and transfer its rights in the BizCard trademark and its right to certain income and revenue related to the BizCard Accounts to Somerset, and thereby terminate the CCAP Agreement with Somerset and Somerset desires to accept the same and agrees to said termination;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Primax and Somerset hereby agree as follows:

ARTICLE I ASSETS SOLD; ASSUMPTION OF LIABILITIES

1.1 Sale and Purchase. Effective as of 12:01 a.m. on July 1, 2011 ("Effective Date"):

A. **Assets Sold:** Primax hereby sells, transfers and assigns to Somerset and Somerset hereby purchases and accepts from Primax, all rights and interest of Primax in the BizCard Accounts set out in Schedule 1 ("BizCard Business"), including:

- (i) all rights and interests of Primax in and to the Income and Revenues as defined in the CCAP Agreement, accruing after the Effective Date,
- (ii) all tangible program materials, including but not limited to credit applications, cardholders plastics, and paper materials related to the BizCard Business;

- (iii) all pertinent books, records and documents relating to the BizCard Business in the possession of Primax, to the extent not otherwise in the possession of Somerset;
- (iv) all rights, title and interest of Primax in the BizCard trademark registration number 3357265; and
- (v) the goodwill, intangible assets and value of the Bizcard Business as a going concern, to the extent any such value exists.

For purposes of reference (i) through (v) shall together be referred to hereafter as "Assets Sold."

B. Delinquent Accounts. Somerset hereby sells, transfers and assigns to Primax and Primax hereby purchases and accepts from Somerset, all rights, title and interest of Somerset in the BizCard Accounts set out in Schedule 2, including but not limited to applications, card agreements, and personal guarantees for such Accounts and all pertinent books, records and documents relating to such Accounts (together referred to as "Delinquent Accounts").

1.2 Primax is selling and Somerset is acquiring the Assets Sold and Somerset is selling and Primax is acquiring the Delinquent Accounts on the condition that the CCAP Agreement is terminated immediately after the transfer of Assets Sold and Delinquent Accounts on July 1, 2011, as agreed upon in the Letter Agreement attached as Exhibit B ("Letter Agreement"). If necessary, either party will transfer, assign and deliver rights in and to the Assets Sold and Delinquent Accounts pursuant to an Assignment and Assumption Agreement on the Effective Date.

1.3 Assumed Liabilities. On the Effective Date, Somerset shall assume the following liabilities and obligations with respect to the BizCard Business, which may otherwise have been obligations of Primax under the CCAP Agreement and which will otherwise be terminated by Primax under the Letter Agreement:

- (a) the obligations of Primax arising after the Effective Date to service the BizCard Accounts pursuant to the CCAP Agreement;
- (b) the obligations of Primax to pay all marketing expenses, costs and expenses relating to the BizCard Business, including but not limited to assessments, interchange fees, transaction fees, fines, penalties or other fees or charges to the credit card associations, processors and the electronic fund transfer (EFT) networks for transactions that occur under the BizCard Agreements after the Effective Date; and
- (c) chargebacks in respect of any credit card transaction pursuant to the BizCard Agreement after the Effective Date and other credit losses after the Effective Date.

For purposes of reference, (a) through (c) shall together be referred to hereafter as "Assumed Liabilities." As to said Assumed Liabilities, Primax hereby represents that it has fully disclosed to Somerset any and all issues and facts that may in any way affect said liabilities.

Primax shall not assume or become liable for the payment of any debts, liabilities, losses, credit losses, chargebacks, accounts payable, bank indebtedness or other obligations of Somerset or any BizCard Account identified in Schedule 1 after the Effective Date.

Somerset shall not assume or become liable for the payment of any debts, liabilities, losses, credit losses, chargebacks, accounts payable, bank indebtedness or other obligations of Primax or any BizCard Account identified in Schedule 2 after the Effective Date.

1.4 Transfer and Assumption of Assets Sold and Assumed Liabilities. On the Effective Date, by the execution and delivery of the Bill of Sale, the Assignment and Assumption Agreement and this Agreement, which shall include all schedules and exhibits hereto, which are hereby incorporated by reference, Somerset shall acquire title to the Assets Sold and assume and agree to pay and discharge when due the Assumed Liabilities and Primax shall acquire title to the Delinquent Accounts. In addition, the transfer, conveyance and assignment of the Assets Sold and/or Delinquent Accounts shall be affected by such other documents, as either party may request.

ARTICLE II CONSIDERATION FOR ASSETS SOLD; CLOSING

2.1 Purchase Price. As consideration for the Assets Sold, Somerset shall pay an aggregate purchase price of FOURTEEN THOUSAND SIX HUNDRED dollars (\$14,600.00) and transfer all rights, title and interest in and to the Delinquent Accounts. Monies shall be payable at the Closing by wire transfer of immediately available funds to an account designated in writing by Primax.

2.2 Closing. Subject to the satisfaction or waiver of the conditions set forth herein, the consummation of the purchase and sale of the Assets Sold and the Delinquent Accounts and the assumption of the Assumed Liabilities (the "Closing") shall take place on July 1, 2011 at 12:01am EST or on such other date at such other time as the parties shall agree in writing to be effective as of the Effective Date, and shall take place through the execution and exchange, via facsimile transmission, of this Agreement, the Bill of Sale, attached hereto as Exhibit C, the Assignment and Assumption Agreement, attached hereto as Exhibit D, and the other documents and agreements herein contemplated. The parties acknowledge and agree that upon mutual exchange and receipt of signature pages via facsimile, and upon receipt by Primax of the purchase price, this Agreement and the other documents and instruments delivered in connection herewith shall be deemed effective as of the Effective Date, and the transactions hereby contemplated shall be deemed consummated, notwithstanding any party's failure or refusal to deliver original (i.e. non-facsimile) signature pages.

ARTICLE III COVENANTS AND AGREEMENTS

3.1 Taxes and Expenses Any sales or transfer taxes, document recording fees, including but not limited to fees related to trademark assignment, real property transfer taxes, excise taxes, and conversion expenses relating to the sale of the BizCard Business shall be paid by Somerset, except for those attributable to the Delinquent Accounts. Except as otherwise specifically provided in this Agreement, each party shall pay its own costs and expenses in connection with this Agreement and the transactions contemplated hereby, including all attorneys' fees, accounting fees and other expenses.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Authority. Somerset and Primax each have the right, power, capacity and authority to enter into this Agreement and have obtained all necessary approvals, to perform their respective obligations hereunder and to effect the transactions contemplated. No person or other entity other than Somerset, Primax (and the BizCard Account holders and Agent Banks) has any interest in the BizCard Business or the BizCard Agreements.

4.2 Government Notices. Somerset has not received written notice from any federal, state or other governmental agency or regulatory body indicating that such agency or regulatory body would oppose or not grant or issue its consent or approval, if required, with respect to the transactions contemplated by this Agreement or otherwise violate any provision of the charter, articles of incorporation or bylaws (or similar governing documents) of Somerset; or violate any order, judgment, injunction or decree of any court, arbitrator or governmental body against or binding upon Somerset or the BizCard Business..

ARTICLE V INDEMNIFICATION

5.1 Indemnification by Primax. Primax shall indemnify and hold harmless Somerset, its affiliates and their respective directors, officers, employees, consultants and agents (together referred to herein as "Somerset") from any liability, loss, damage, diminution in value, cost, claim, consequential damages, suit, action or expense, including reasonable attorneys' and accountants' fees and expenses incurred by Somerset relating to the Delinquent Accounts or for any violations of law or governmental rules or regulations or wrongdoing or negligence by Primax in performing obligations in connection with this Agreement.

5.2 Indemnification by Somerset. Somerset shall indemnify and hold harmless Primax, its affiliates and their respective directors, officers, employees, consultants and agents (together referred to herein as "Primax") from any liability, loss, damage, diminution in value, cost, claim, consequential damages, suit, action or expense, including reasonable attorneys' and accountants' fees and expenses incurred by Primax relating to the BizCard Business and Assets Sold and the Assumed Liabilities or for any violations of law or governmental rules or regulations or

wrongdoing or negligence by Somerset in performing obligations in connection with this Agreement.

ARTICLE VI MISCELLANEOUS

6.1 Notices and Payments. All notices, demands and other communications hereunder shall be in writing and shall be delivered (i) in person, (ii) by United States mail, certified or registered, with return receipt requested, or (iii) by national overnight courier (e.g., FedEx) to the addresses below.

6.2 Independent Contractors. Nothing contained in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency among the parties to this Agreement. The parties shall be deemed independent contractors with respect to each other for all purposes.

6.3 Amendments and Waivers. This Agreement may only be amended and any provision hereof waived by written agreement of the parties. The waiver by a party of any breach of this Agreement by another party shall not operate or be construed as the waiver of the same or another breach on a subsequent occasion, nor shall any delay in exercising any right, power or privilege hereunder constitute a waiver thereof.

6.4 Severability of Provisions. If any provision of this Agreement, or the application of any such provision is invalid or unenforceable, the remainder of this Agreement shall not be affected by such invalidity or unenforceability.

6.5 Assignment. This Agreement and the rights and obligations herein may not be assigned by any party without the prior written consent of the other party.

6.6 Governing Law. This Agreement is made and entered into under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. The courts, state or federal, located in Pennsylvania shall have exclusive jurisdiction to resolve any disputes arising out of or relating to this Agreement. Each of the parties hereby consents to the jurisdiction and venue of such courts and waives any defense of inconvenient or improper forum.

6.7 Entire Agreement. This Agreement with schedules and exhibits included embodies the entire understanding of the parties and supersedes all prior communication, correspondence, and instruments among the parties with respect to the subject matter hereof between Somerset and Primax. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereto, except for the CCAP Agreement, which is include by reference and attached hereto but which shall be terminated as provided herein. The headings of Sections contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.