

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
The Genesis Group, Inc.		11/07/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	AFS Technologies, Inc.		
Street Address:	2141 E. Highland Avenue, Suite 100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85352990	VALUTRAK	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-382-6250		
Email:	IPDocket@swlaw.com		
Correspondent Name:	Snell & Wilmer, L.L.P. R. Lee Fraley		
Address Line 1:	400 East Van Buren		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004		
NAME OF SUBMITTER:	R. Lee Fraley		
Signature:	/R. Lee Fraley/		
Date:	11/09/2012		
Total Attachments: 3 source=VALUTRAK - Assignment#page1.tif source=VALUTRAK - Assignment#page2.tif source=VALUTRAK - Assignment#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of November 7, 2012, is made by The Genesis Group, Inc., a Florida Corporation ("Assignor"), for the benefit of AFS Technologies, Inc., a Delaware Corporation ("Assignee").

WHEREAS, Assignor owns the trademarks identified in Exhibit A, attached hereto, and owns other transferable rights related thereto;

WHEREAS, Assignor has agreed to contribute, sell, grant, convey, transfer and assign to Assignee the trademarks identified in Exhibit A; and

WHEREAS, Assignor has designated its rights to acquire the trademarks identified in Exhibit A to Assignee;

NOW THEREFORE, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor confirms that it sold, assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the trademarks and trademark applications listed in Exhibit A hereto, including all goodwill associated therewith, and all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to any other trademarks and trademark applications which claim priority from the trademarks and trademark applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said trademarks and trademark applications; and in and to any and all trademarks obtained on any of the trademark applications listed in Exhibit A hereto; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said trademarks have been or will be granted;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said trademarks and trademark applications in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the United States Patent and Trademark Office and any other foreign trademark issuing authorities to issue any and all trademarks on said applications to Assignee as sole Assignee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

ASSIGNOR:

THE GENESIS GROUP, INC.

By: Mark R. Schuman

Name: Mark R. Schuman

Title: CEO

Exhibit A

U.S. Trademark Applications

Title	Serial. No.	Owner	Filing. Date
VALUTRAK	85/352,990	The Genesis Group, Inc.	6/22/2011