

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                    |  |                                     |
|---|------------------------------------|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   |                                    | NEW ASSIGNMENT                               |                                     |
| <b>NATURE OF CONVEYANCE:</b>  |                                    | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                    |  |                                     |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b>                        | <b>Entity Type</b>                  |
| Last Mile Technologies, LLC   |                                    | 09/14/2012                                   | LIMITED LIABILITY COMPANY: VIRGINIA |
| <b>RECEIVING PARTY DATA</b>   |                                    |  |                                     |
| <b>Name:</b>  | Ecache Acquisitions, LLC           |  |                                     |
| <b>Street Address:</b>  | 5 Concourse Parkway                |  |                                     |
| <b>Internal Address:</b>  | Suite 400                          |  |                                     |
| <b>City:</b>  | Atlanta                            |  |                                     |
| <b>State/Country:</b>   | GEORGIA                            |  |                                     |
| <b>Postal Code:</b>   | 30328                              |  |                                     |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: GEORGIA |  |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                    |  |                                     |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>                             |                                     |
| <b>Registration Number:</b>   | 3738449                            | ECACHE                                       |                                     |
| <b>Serial Number:</b>   | 85409372                           | ECACHE                                       |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                    |  |                                     |
| <b>Fax Number:</b>  | 4049626831                         |  |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                    |  |                                     |
| <b>Phone:</b>   | 404-885-3380                       |  |                                     |
| <b>Email:</b>   | trademarks@troutmansanders.com     |  |                                     |
| <b>Correspondent Name:</b>  | F. Richard Rimer, Jr.              |  |                                     |
| <b>Address Line 1:</b>  | 600 Peachtree Street NE            |  |                                     |
| <b>Address Line 2:</b>  | Suite 5200                         |  |                                     |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30308-2216        |  |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 39952.1 LASTMILE->ECACHE           |  |                                     |
| <b>NAME OF SUBMITTER:</b>   | F. Richard Rimer, Jr., Esq.        |  |                                     |

OP \$65.00 3738449

**900240564**

**REEL: 004914 FRAME: 0866**

**TRADEMARK**

|  |            |
|--|------------|
| Signature:   | /frr/      |
| Date:  | 12/07/2012 |
| Total Attachments: 4<br>source=Ecache TM Assignment 1#page1.tif<br>source=Ecache TM Assignment 1#page2.tif<br>source=Ecache TM Assignment 1#page3.tif<br>source=Ecache TM Assignment 1#page4.tif |            |

**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This Trademark Assignment (the "Assignment") dated September 14 2012, is made and delivered by Last Mile Technologies, a Virginia limited liability company, ("Assignor"), for the benefit of Ecache Acquisitions, LLC, a Georgia limited liability company ("Assignee"), in connection with that certain Asset Purchase Agreement, dated as of September 14, 2012, by and between Assignee and Assignor, and certain other parties thereto (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor has acquired, used, and is the owner of all right, title, and interest in, to, and under the registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications, and trade names, domain names, including without limitation the servicemarks, trademarks, servicemark and trademark applications, and trade names listed on Exhibit A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey, assign, and deliver to Assignee, free and clear of all Encumbrances, all right, title, and interest in, to, and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made; and

FURTHER, Assignor hereby covenants and agrees, at the reasonable request of Assignee, without further consideration, to promptly execute and deliver, or cause to be executed and delivered, to Assignee such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other actions to more effectively transfer to and vest in Assignee, and to put Assignee in possession of, the Marks, free and clear of all Encumbrances.

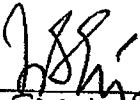
This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

**ASSIGNOR:**

Last Mile Technologies, LLC

By:   
Name: FRANK B. EASTERLY  
Title: MANAGER

**ASSIGNEE:**

Ecache Acquisitions, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

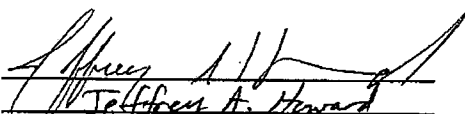
**ASSIGNOR:**

Last Mile Technologies, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Ecache Acquisitions, LLC

By:   
Name: Jeffrey A. Howard  
Title: Manager

[Signature Page to Trademark Assignment]

**EXHIBIT A**

**US TM List**

- 1) ECACHE
- 2) ECACHE

Registration No.: 3738449  
Serial No. 85409372

**DOMAIN NAMES**

- 1) exchangepayment.com
- 2) exchangepayment.net
- 3) ecache.net

**TRADEMARK**