

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
American Express Marketing & Development Corp.		01/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PaySimple, Inc.		
Street Address:	1433 17th St., Ste. 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3765354	ACCEPTPAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-800-0579		
Email:	lisa@paysimple.com		
Correspondent Name:	Lisa Hephner		
Address Line 1:	1433 17th St., Ste. 300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Lisa Hephner		
Signature:	/lisahephner01102013/		
Date:	01/10/2013		
Total Attachments: 1 source=Assignment_AcceptPay_to_PaySimple#page1.tif			

OP \$40.00 3765354

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), effective as of the 7th day of January, 2013 ("Effective Date"), is from AMERICAN EXPRESS MARKETING & DEVELOPMENT CORP., a Delaware corporation, having its principal offices at 200 Vesey Street, New York, New York 10285 ("Assignor"), to PAYSIMPLE, INC., a Delaware corporation, having its principal offices at 1433 17th Street Suite 300, Denver, Colorado 80202 ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark application for AcceptPay registration number 3765354 (the "Trademark"); and

WHEREAS, Assignee desires to acquire the Trademark, and the goodwill of the business with which the Trademark is used and which is symbolized by the Trademark, and Assignor desires to assign its rights in the Trademark and such goodwill to Assignee.

NOW THEREFORE, in consideration of the sum of twenty seven thousand eight hundred and sixty seven dollars (\$27,867) or equivalent and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest, whether statutory or common law rights, in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and all of Assignor's rights therein, including all rights to bring all claims, demands and causes for action, both at law and in equity, for any infringement of the Trademark occurring prior to or after the date hereof, and all remedies with respect thereto, and rights to collect any damage awards, proceeds, or royalties with respect thereto.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee hereby execute this Assignment to take effect on the Effective Date.

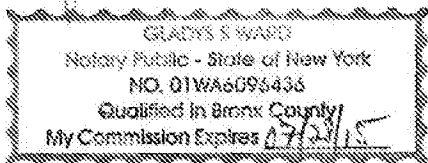
ASSIGNOR:
AMERICAN EXPRESS MARKETING
& DEVELOPMENT CORP.

State of New York
County of New York

Diane K. Cahill
Name: Diane K. Cahill
Title: President

Sworn to before me this 7th
of January, 2013

Maduo S. Ward
Notary Public

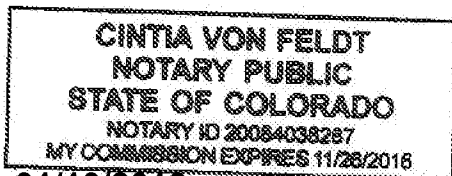


ASSIGNEE:
PAYSIMPLE, INC.

[Signature]
Name: *[Signature]*
Title:

Sworn to before me this 10
of January, 2013

Cynthia Von Feldt
Notary Public



TRADEMARK