

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CRE Secure Payments, LLC		04/30/2012	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
Name:	ControlScan, Inc.		
Street Address:	11475 Great Oaks Way		
Internal Address:	Suite 300		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3812296	HTML CLONE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4043226050		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-322-6266		
Email:	Doug.Spear@nelsonmullins.com		
Correspondent Name:	Doug Spear		
Address Line 1:	Nelson Mullins Riley & Scarborough LLP		
Address Line 2:	201 17th Street, Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Doug Spear		
Signature:	/Doug Spear/		

OP \$40.00 3812296

Date:

02/11/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of April 30, 2012, is by and among CONTROLSCAN, INC., a Delaware corporation ("Purchaser"), CHAIN REACTION ECOMMERCE, INC., a Georgia corporation ("Seller Corporation"), CRE SECURE PAYMENTS, LLC, a Georgia limited liability company ("Seller LLC" and together with Seller Corporation, the "Sellers" and each individually, a "Seller").

Purchaser and Sellers are parties to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the date of this Assignment. The Asset Purchase Agreement provides for the Sellers to sell certain assets of Sellers to Purchaser, including all of Sellers' trademarks solely related to such business.

Accordingly, the parties agree as follows:

(1) **Assignment.** Sellers hereby assign to Purchaser, its successors and assigns, all of Sellers' rights, title and interest in and to the trademarks set forth on Exhibit A together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of such trademarks, 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 Purchaser, 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 Sellers had this Assignment not been made (the "Marks").

(2) **Further Actions.** Sellers shall execute all documents and take all other actions necessary or reasonably requested by Sellers to assign all the rights, title and interest in and to the Marks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles.

(4) **Terms of the Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by reference. This Assignment does not enhance, diminish or modify the rights and obligations of Purchaser and Sellers under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

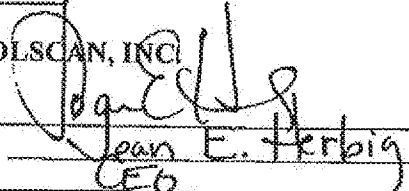
*[Signatures are on the following page.]*

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To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

**PURCHASER:**

CONTROLSCAN, INC

By:   
Name: Jean E. Herbig  
Title: CEO

**SELLERS:**

CHAIN REACTION ECOMMERCE, INC.

By: \_\_\_\_\_  
Name: Kevin Lee  
Title: President and Chief Executive Officer

CRE SECURE PAYMENTS, LLC

By: \_\_\_\_\_  
Name: Kevin Lee  
Title: Manager

[Signature Page to Trademark Assignment]

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

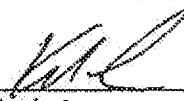
**PURCHASER:**

**CONTROLSCAN, INC.**

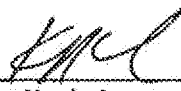
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

**CHAIN REACTION ECOMMERCE, INC.**

By:  \_\_\_\_\_  
Name: Kevin Lee  
Title: President and Chief Executive Officer

**CRE SECURE PAYMENTS, LLC**

By:  \_\_\_\_\_  
Name: Kevin Lee  
Title: Manager

[Signature Page to Trademark Assignment]

**EXHIBIT A**  
**TRADEMARK SCHEDULE**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
HTML Clone	77-720830	4/23/2009	3,812,296	6/29/2010
RAPIDPCI	77-720875	4/23/2009	Abandon	
CRE SECURE	77-699669	3/26/2009	3,695,537	10/13/2009

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