

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
Richmond Financial Services, LLC		07/10/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MerchantWarehouse.com LLC		
Street Address:	1 Federal Street		
Internal Address:	2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4076935	AVATAS	
CORRESPONDENCE DATA			
Fax Number:	6173454745		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-345-4665		
Email:	trademarks@daypitney.com		
Correspondent Name:	Jeremy Blackowicz		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	710556.000010		
NAME OF SUBMITTER:	Jeremy Blackowicz		
Signature:	/s/ Jeremy Blackowicz/		

CH \$40.00 4076935

Date:

02/21/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This **INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT** (this "**Assignment**") is made and entered into as of the ___ day of July, 2012 ("**Effective Date**"), between Richmond Financial Services, LLC, a Massachusetts limited liability company ("**Assignor**"), MerchantWarehouse.com LLC, a Delaware limited liability company ("**Assignee**"), and MerchantWarehouse.com Holdings LLC, a Delaware limited liability company ("**Holdings**").

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "**Patents**"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "**Copyrights**"); and (iii) the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto (the "**Trademarks**") ((i)-(iii), collectively, the "**Assigned Intellectual Property**");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "**Domain Names**");

WHEREAS, Assignor entered into an Asset Purchase Agreement, dated as of June 13, 2012 (the "**Purchase Agreement**"), with Holdings, pursuant to which Holdings agreed to purchase certain assets from Assignor, including all of Assignor's right, title and interest in and to the Assigned Intellectual Property;

WHEREAS, Holdings will contribute the assets acquired pursuant to the Purchase Agreement to Assignee, a wholly owned subsidiary of Holdings; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. **No Warranties.** Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Intellectual Property.

3. **Registrant Name Change Agreement.** Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "**Registering Authority**") to transfer such Domain Name to Assignee on an

expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

4. **Further Assurances.** Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

5. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement, and the rules of interpretation set forth in Section 1.2 of the Purchase Agreement, shall apply to this Assignment.

6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts taken together shall constitute one and the same instrument.

7. **Modification.** This Assignment may be amended or modified by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties.

8. **Agreement Integrated with Purchase Agreement.** This Assignment contains the entire understanding of the parties as it pertains to its contents and, except for the Purchase Agreement, all prior negotiations, representations, understandings or agreements, whether written or oral, are both merged into this Assignment and have no further force or effect to the extent to which they may conflict with the terms of this Assignment or expand upon them.

9. **Non-Waiver.** Nothing in this Assignment shall be considered waived by either party unless given in writing; and no such written waiver shall be a waiver of any right or past or future (i) default or (ii) breach; nor shall it be or considered a modification (nor anything else) of any of the terms, provisions or conditions of this Assignment, unless expressly stipulated in the waiver.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

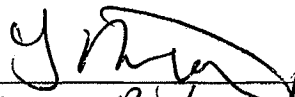
11. **Recitals Incorporated.** The recitals to this Assignment are incorporated into and constitute an integral part of this Assignment.

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

RICHMOND FINANCIAL SERVICES, LLC, a Massachusetts limited liability company

By: 
Name: Cary Richmond
Its: president, co-manager

ASSIGNEE:

MERCHANTWAREHOUSE.COM LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

HOLDINGS:

MERCHANTWAREHOUSE.COM HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

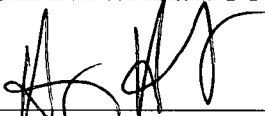
ASSIGNOR:

RICHMOND FINANCIAL SERVICES, LLC, a Massachusetts limited liability company

By: _____
Name:
Its:

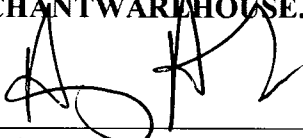
ASSIGNEE:

MERCHANTWAREHOUSE.COM LLC, a Delaware limited liability company

By:  _____
Name: Henry Helgeson
Its: President

HOLDINGS:

MERCHANTWAREHOUSE.COM HOLDINGS LLC, a Delaware limited liability company

By:  _____
Name: Henry Helgeson
Its: President

SCHEDULE A

<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None.				

SCHEDULE B

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None.					

SCHEDULE C

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
United States	<u>AVATAS</u>		4,076,935		<u>12-27-11</u>

SCHEDULE D

<u>Domain Name</u>	<u>Registering Authority</u>
avatas.co	Network Solutions
avatas.net	Network Solutions
avatasadvantage.com	Network Solutions
avatasadvantage.net	Network Solutions
avataspayment.com	Network Solutions
avataspayments.com	Network Solutions
avataspayments.net	Network Solutions
avataspaymentsolutions.com	Network Solutions
cocardprocessing.com	Network Solutions
fallintosavings.com	Network Solutions
richmondfinancialservices.com	Network Solutions
richmondfinancialservices.net	Network Solutions
richmondpaymentsolutions.com	Network Solutions
richmondpaymentsolutions.net	Network Solutions