

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
Fulton Bank, National Association		01/02/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cambridge Mercantile Corp. (U.S.A.)		
Street Address:	10100 Santa Monica Blvd., Suite 2200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3420838	BASICFX	
Registration Number:	3416320	ENHANCEDFX	
Registration Number:	3812854	ENHANCEDFX	
Registration Number:	2463751	GLOBALFX	
Registration Number:	3460136	SMARTFX	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	310-282-2000 x2143		
Email:	krogers@loeb.com		
Correspondent Name:	Melanie Howard		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

CH \$140.00 3420838

ATTORNEY DOCKET NUMBER:	220696-10001
NAME OF SUBMITTER:	Melanie Howard
Signature:	/Melanie Howard/
Date:	03/05/2013
Total Attachments: 5 source=Fulton Cambridge Trademark Assignment#page1.tif source=Fulton Cambridge Trademark Assignment#page2.tif source=Fulton Cambridge Trademark Assignment#page3.tif source=Fulton Cambridge Trademark Assignment#page4.tif source=Fulton Cambridge Trademark Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is effective as of the Closing Date, by and between Fulton Bank, National Association, a national banking association ("**Seller**"), and Cambridge Mercantile Corp. (U.S.A.) , a Delaware corporation ("**Purchaser**").

WHEREAS, Purchaser entered into that certain Asset Purchase Agreement with Seller on December 10, 2012 (the "**Purchase Agreement**"), in accordance with which Purchaser has agreed to acquire from Seller, and Seller has agreed to sell, assign, transfer and convey to Purchaser, all of Seller's right, title and interest in and to the Owned Intellectual Property.

WHEREAS, reference is made to that certain Assignment and Assumption Agreement, of even date herewith, by and between the parties hereto.

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers and conveys to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the Owned Intellectual Property set forth on Schedule 1 attached hereto, including without limitation all goodwill associated therewith, the right to sue for and defend all causes of action, rights and remedies arising under any of the foregoing and the right to exploit the Owned Intellectual Property as Purchaser sees fit in its sole discretion. Without limiting the generality of the foregoing, Purchaser shall have the sole and exclusive right in perpetuity and throughout the universe to use, reproduce, license, exploit, sell, assign, make derivative works from, or otherwise dispose of all or any part of the Owned Intellectual Property, as applicable, in any format or version, by any means and in any media, now known or hereafter developed.

2. Patent and Trademark Office Authorization. Sellers hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents and/or trademarks to issue any and all patents and trademarks on the Owned Intellectual Property (as applicable) to Purchaser and its successors and assigns. Sellers further grants and transfers to Purchaser power to cause Purchaser's name to be substituted for Seller's name as an applicant for registrations on the Owned Intellectual Property (as applicable), so that applications for registrations on any Owned Intellectual Property (as applicable) may proceed in Purchaser's name.

3. Further Assurances.

(a) Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Owned Intellectual Property contained in the Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement.

(b) Seller shall, upon request by Purchaser, execute and deliver to Purchaser such additional documents and take such further actions as Purchaser may request or as may be necessary or desirable in order to confirm or effectuate the transactions contemplated herein.

4. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.

6. Purchase Agreement. This Assignment is delivered in connection with the Purchase Agreement, is subject in all respects to the provisions thereof and is not meant to alter the provisions thereof.


7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. Modification. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

[Signature page is next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Closing Date.

FULTON BANK, NATIONAL ASSOCIATION

By: 

Name: Curtis J. Myers

Title: President + COO

CAMBRIDGE MERCANTILE CORP. (U.S.A.)

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Closing Date.

FULTON BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

CAMBRIDGE MERCANTILE CORP. (U.S.A.)

By:  _____

Name: _____

Title: _____

Schedule 1

- A. Service Mark and Trademark Registrations - see below
- B. Service Mark and Trademark Applications - see below
- C. Common Law Marks - None
- D. Trade Names - None
- E. Domain Names - That certain World Wide Web site entitled "GExchange" that currently resides at the Internet Uniform Resource Locator of "www.gexchange.com".

TRADEMARK	COUNTRY	FILING DATE	REG. DATE	SERIAL NUMBER	REG. NUMBER
BASICFX	USA	12/6/2006	4/29/2008	77/058,423	3,420,838
ENHANCEDFX	USA	12/6/2006	4/22/2008	77/058,454	3,416,320
ENHANCEDFX	USA	5/14/2009	7/6/2010	77/737,134	3,812,854
GLOBALFX	USA	4/26/2000	6/26/2001	76/034,956	2,463,751
SMARTFX	USA	12/6/2006	7/8/2008	77/058,448	3,460,136