

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paylock, Inc.		11/03/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	IPT, LLC		
Street Address:	36 Fourth Street		
City:	Somerville		
State/Country:	NEW JERSEY		
Postal Code:	08876		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3153107	PAYLOCK	
CORRESPONDENCE DATA			
Fax Number:	2126436500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	29th Floor, IP Dept., Docketing		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	01901143.000059		
NAME OF SUBMITTER:	Edward Longobardi		
Signature:	/Edward Longobardi/		

CH \$40.00 3153107

Date:

04/09/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the date of execution entered below, is from Paylock, Inc., a New Jersey Corporation, ("Assignor"), to IPT, LLC, a Delaware corporation, ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations set forth on Schedule A (the "Marks");

WHEREAS, Assignor and Assignee are parties to an Agreement, dated November 3, 2006, pursuant to which Assignor is selling and transferring to Assignee the Marks; and

WHEREAS, Assignee wishes to acquire from Assignor the entire right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and hereby sells, assigns, transfers, conveys and sets over unto Assignee and its successors and assigns, the entire right, title and interest in and to the Marks and all common law rights thereto, together with the goodwill of the business symbolized by the Marks, to be held and enjoyed by Assignee, and its successors and assigns, for their own use and enjoyment, including, without limitation, the right to secure the registration of the Marks, the right to recover for past infringement and to make application or institute suit therefor.

Assignor hereby authorizes Assignee to apply for and obtain the recordation of this Assignment.


Assignor agrees that it shall cause to be performed such lawful acts and execution of any other documents as Assignee may reasonably request in order for Assignee to obtain the full benefit of this Assignment and to permit Assignee's name to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as Assignee may from time to time reasonably request.

Assignor hereby represents and warrants that Assignor has the right to convey the entire interest herein assigned, and that Assignor shall not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

AND it is further covenanted and agreed that Assignor shall, at any time upon reasonable request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to the Marks and the history thereof known to said Assignor and testify as to the same in any legal proceeding when reasonably requested to do so, sign all lawful papers, execute all other necessary assignment papers to cause the Marks to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain, perfect title in and enforce proper protection for the Marks in the United States.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed
by its proper officer thereunto duly authorized, and its corporation seal to be affixed by like
authority, this Nov 3, 2006.

Paylock, Inc.

By: 
Name: PATRICK MOYNIHAN
Title: PRESIDENT
Date: NOVEMBER 3, 2006

SCHEDULE "A"

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
PAYLOCK	USA	78/596,124	3/28/2005