

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet 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 |
| | Aircharge, Inc. | | 03/15/2013 |
| | Pipeline Data Inc. | | 03/15/2013 |
| RECEIVING PARTY DATA | | | |
| Name: | Calpian, Inc. | | |
| Street Address: | 500 N. Akard Street, Suite 2850 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| | Property Type | Number | Word Mark |
| Serial Number: | | 78058265 | AIRCHARGE |
| Serial Number: | | 85010227 | CARDACCEPT |
| Serial Number: | | 76477853 | MOBILE SWIPE |
| Serial Number: | | 85010226 | SECUREPAY |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2146616876 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 214-953-5758 | | |
| Email: | sborrellipdocket@jw.com | | |
| Correspondent Name: | Sara K. Borrelli | | |
| Address Line 1: | 901 Main Street, Suite 6000 | | |
| Address Line 4: | Dallas, TEXAS 75202 | | |
| ATTORNEY DOCKET NUMBER: | 104934.1 | | |

CH \$115.00 78058265

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|---|--------------------|
| NAME OF SUBMITTER: | Sara K. Borrelli |
| Signature: | /Sara K. Borrelli/ |
| Date: | 04/19/2013 |
| Total Attachments: 5 source=Trademark Assignment - Pipeline_Calpian (Exhibit E)\$ (Executed)_(25417204_3)#page1.tif source=Trademark Assignment - Pipeline_Calpian (Exhibit E)\$ (Executed)_(25417204_3)#page2.tif source=Trademark Assignment - Pipeline_Calpian (Exhibit E)\$ (Executed)_(25417204_3)#page3.tif source=Trademark Assignment - Pipeline_Calpian (Exhibit E)\$ (Executed)_(25417204_3)#page4.tif source=Trademark Assignment - Pipeline_Calpian (Exhibit E)\$ (Executed)_(25417204_3)#page5.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated March 15, 2013 (the "Effective Date"), is made by Aircharge, Inc., a Delaware corporation ("AI") and Pipeline Data Inc., a Delaware corporation ("PDI"), in favor of Calpian, Inc., a Texas corporation ("Assignee"). AI and PDI are each referred to herein as an "Assignor" and collectively, the "Assignors." Each of the Assignors and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of February 27, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignors agreed to sell and assign to Assignee, and Assignee agreed to purchase and acquire from the Assignors, the registrations and applications for registration of the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby agree as follows.

1. The Assignors hereby sell, convey, assign, transfer and deliver to Assignee all of the Assignors' entire right, title and interest in and to the Assigned Marks, for the United States and all other countries, including, without limitation, any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any other country or multi-national organization, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, rights to sue or bring other claims for past, present or future infringement, misappropriation or dilution of, or other conflict with, the Assigned Marks, and rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith.
2. The Assignors hereby request the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entity or agency in any other country or multi-national registration body, to record Assignee as the assignee and owner of the Assigned Marks.
3. The Assignors shall, at Assignee's request, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment.

4. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the state of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).
5. This Trademark Assignment may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the Assignors have caused this Trademark Assignment to be duly executed as of the Effective Date.

THIS TRADEMARK ASSIGNMENT is made by:

AIRCHARGE, INC.

By: Thomas W. Tenner
Title: President

PIPELINE DATA INC.

By: Thomas W. Tenner
Title: President

Acknowledged:

CALPIAN, INC.

By: _____
Title:

[Signature Page for "Trademark Assignment"]

IN WITNESS WHEREOF, the Assignors have caused this Trademark Assignment to be duly executed as of the Effective Date.

THIS TRADEMARK ASSIGNMENT is made
by:

AIRCHARGE, INC.

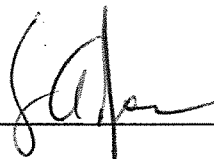
By: _____
Title: _____

PIPELINE DATA INC.

By: _____
Title: _____

Acknowledged:

CALPIAN, INC.

By:  President
Title: _____

[Signature Page for "Trademark Assignment"]

Schedule A

Trademark Registrations and Applications

| <u>Name</u> | <u>Jurisdiction</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Owner</u> |
|--------------------|----------------------------|-----------------------------|---------------------------|---------------------------------|---------------------|
| Aircharge | U.S. | 78058265 | April 12, 2001 | November 19, 2002 | Aircharge, Inc. |
| Cardaccept | U.S. | 85010227 | April 9, 2010 | June 7, 2011 | Pipeline Data Inc. |
| Mobile Swipe | U.S. | 76477853 | December 24, 2002 | September 14, 2004 | Aircharge, Inc. |
| Securepay | U.S. | 85010226 | April 9, 2010 | | Pipeline Data Inc. |