

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
(1) CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartPay, LLC		07/01/2013	LIMITED LIABILITY COMPANY: NORTH DAKOTA
(2) RECEIVING PARTY DATA			
Name:	Financial Transaction Services, LLC		
Street Address:	1000 Continental Drive		
Internal Address:	Suite 600		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
(3) PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4263412	SMARTPAY	
Registration Number:	4266059	THE GREEN WAY TO PAY	
(4) CORRESPONDENCE DATA			
Fax Number:	2124464900		
Email:	susan.zablocki@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	12030-14		
NAME OF SUBMITTER:	Susan Zablocki		

Signature:	/susan zablocki/
Date:	07/02/2013
Total Attachments: 5 source=FTS - Trademark Assignment Agreement (SmartPay LLC) Executed#page1.tif source=FTS - Trademark Assignment Agreement (SmartPay LLC) Executed#page2.tif source=FTS - Trademark Assignment Agreement (SmartPay LLC) Executed#page3.tif source=FTS - Trademark Assignment Agreement (SmartPay LLC) Executed#page4.tif source=FTS - Trademark Assignment Agreement (SmartPay LLC) Executed#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of July 1, 2013, is by SmartPay, LLC, a North Dakota limited liability company ("Assignor"), in favor of Financial Transaction Services, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee, inter alia, are parties to that certain Asset Purchase and Sale Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring certain assets, and assuming certain liabilities, of Assignor upon the terms and subject to the conditions more fully set forth therein;

WHEREAS, Assignor is the owner of two (2) U.S. federal trademark registrations and two (2) North Dakota state trademark registrations, in each case as identified in Schedule 1 attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in and to the Assigned Trademarks; and

WHEREAS, the execution and delivery of this Agreement by Assignor is a condition to the obligation of Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Assignor hereto covenants and agrees as follows:

TERMS

1. Assignment of Assigned Trademarks. Assignor hereby assigns to Assignee all right, title, and interest in and to the Assigned Trademarks in the applicable jurisdictions, together with the goodwill of the business symbolized by the Assigned Trademarks. Assignor and Assignee hereby consent to and request recordation of this Agreement, and further authorize and request that all official documents and communications relating to the Assigned Trademarks issue and deliver to Assignee, its attorneys, agents, successors, or assigns.

2. Further Acts. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may request, in order to vest all of Assignor's right, title, and interest in and to the Assigned Trademarks in Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns and, except as expressly provided in this Agreement and the Asset Purchase Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

6. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision will be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances will not be affected by such invalidity or unenforceability.

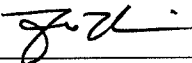
7. Miscellaneous. In the event of any inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement on the date first above written.

ASSIGNOR:

SMARTPAY, LLC

By: 
Name: *Joe Sandin*
Title: *President*

ASSIGNEE:

FINANCIAL TRANSACTION SERVICES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement on the date first above written.

ASSIGNOR:

SMARTPAY, LLC

By: _____
Name: Joseph M. Sandin
Title: President

ASSIGNEE:

FINANCIAL TRANSACTION SERVICES, LLC

By:  _____
Name: Jeff Shanahan
Title: President

Schedule 1

Assigned Trademarks

Trademark	Registration Number	Registration Date	Registration Database
SMARTPAY	4263412	25-Dec-2012	U.S. Federal
THE GREEN WAY TO PAY	4266059	01-Jan-2013	U.S. Federal
SMARTPAY	26222600	26-Oct-2009	U.S. State: ND
SMARTPAY	26222700	26-Oct-2009	U.S. State: ND

{Schedule 1 - Trademark Assignment Agreement}