

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
EVO Merchant Services, LLC		07/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EVO Payments International, LLC		
Street Address:	515 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2880078	EVO	
Registration Number:	3612409	ONBOARD	
Registration Number:	3611666	ONBOARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-6538		
Email:	jtaylor@mofo.com, bkemp@mofo.com		
Correspondent Name:	Jennifer Taylor Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	72122-6000000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

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Signature:	/Jennifer Lee Taylor/
Date:	07/15/2013
Total Attachments: 2 source=72122-6000.000 Assignment agreement - EVO Payments International#page1.tif source=72122-6000.000 Assignment agreement - EVO Payments International#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made as of July 15, 2013 (the "**Effective Date**") by and between EVO Merchant Services, LLC ("**Assignor**"), a Delaware Limited Liability Company with its principal place of business at 515 Broadhollow Road, Melville, New York 11747, and EVO Payments International, LLC ("**Assignee**"), a Delaware Limited Liability Company with its principal place of business at 515 Broadhollow Road, Melville, New York 11747 (referred to collectively as the "**Parties**" and individually as a "**Party**").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark registrations and applications listed on Schedule A, attached hereto, and to the trademarks covered thereby and to the goodwill and reputation of the business connected with and symbolized by these trademarks (the "**Marks**");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor hereby transfers, conveys, and assigns to Assignee all right, title and interest in and to the Marks listed on Schedule A, together with (a) all trademark registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations; to sue for all past, present, or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions).

If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

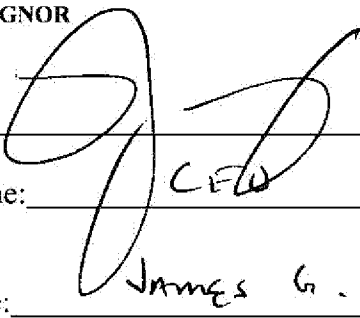
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR


By: _____

Name: _____

Title: _____


CEO
James G. Kelly

Schedule A

<u>Mark</u>	<u>App./Reg. Number</u>	<u>Country</u>	<u>Class/Goods and Services</u>
EVO	Registration No. 2880078	United States	<p><u>Class: 35</u> Business to business commerce services, namely, a network of independent sales representatives in the field of multi-function point of sale credit card processing equipment and supplies</p> <p><u>Class: 36</u> Gift, loyalty services, namely, the printing and electronic processing of transactions generated by said cards; electronic benefits transaction and transfer services, namely, the electronic processing of transactions generated by government and state issued benefit cards; credit card transaction processing services; procurement of merchant accounts through a network of independent sales representatives; credit card verification and settlement services; check verification and truncation; authorization and settlement of credit card, debit card and stored value prepaid card transactions, namely, approval of transactions and transfer of funds in connection with consumer and business electronic banking transactions; debit card services; and check guarantee services</p>
ONBOARD	Registration No. 3612409	United States	<p><u>Class: 36</u> Electronic payment transaction and processing services, namely, electronic cash transactions and providing electronic processing of credit card transactions and electronic payments via a global computer network</p>
	Registration No. 3611666	United States	<p><u>Class: 36</u> Electronic payment transaction and processing services, namely, electronic cash transactions and providing electronic processing of credit card transactions and providing electronic processing of credit card transactions and electronic payments via a global computer network</p>