

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	Entity Type
	BluePay Processing, LLC		LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	BluePay Processing, Inc.		
Street Address:	184 Shuman Blvd.		
Internal Address:	Park Lake Office Building, Suite 350		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2646932	BLUEPAY
CORRESPONDENCE DATA			
Fax Number:	2123553333		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	087724225797		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		
Date:	09/19/2013		
Total Attachments: 1 source=bluepay assgt#page1.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made August 30, 2013 by BluePay Processing, LLC, an Illinois limited liability company ("Assignor"), in favor of BluePay Processing, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark **BLUEPAY**, including, without limitation, all rights under U.S. Trademark Registration No. 2,646,932, all common law trademark rights arising therein, and the goodwill associated therewith (the "Assigned Mark");

WHEREAS, Assignor and Assignee are parties to that Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 7, 2013, by and among Assignee, BluePay Holdings, Inc., a Delaware corporation, Assignor, BluePay, Inc., an Illinois corporation, Goldman, Sachs & Co., a New York limited partnership and each of the stockholders of BluePay, Inc. listed on the signature pages thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor hereby assigns, transfers and conveys to Assignee its entire right, title, interest in and to (i) the Assigned Marks, (ii) the goodwill connected with and symbolized by the Assigned Mark, and (iii) the trademark registration for the Assignment Mark.

This Trademark Assignment is delivered pursuant to the terms of the Purchase Agreement and confirms the conveyance of the Assigned Mark pursuant to the Purchase Agreement. This Trademark Assignment supplements the Purchase Agreement and shall not be construed to limit the terms thereof which remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

BLUEPAY PROCESSING, LLC

By: 

Name: John Rante

Title: President and CEO

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