

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
Zenpayments, LLC		08/16/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Deak & Company, Inc.		
Street Address:	908 Westover Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85588625	ZENPAY	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-241-2324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	DEAK-1 / 122		
NAME OF SUBMITTER:	Theodore R. Remaklus		
Signature:	/theodore r remaklus/		

OP \$40.00 85588625

Date:

10/04/2013

Total Attachments: 4

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ASSIGNMENT

WHEREAS, **Zenpayments, LLC (the "Vendor")**, a New York limited liability company having a mailing address at Box 220008, Great Neck, New York, 11022, U.S.A., has a bona fide intention to use the mark identified on Schedule "A" attached hereto (the "Mark") in interstate commerce and has filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such Mark in commerce, which application has been assigned the serial number listed on Schedule A, but has not yet filed a statement of use for the Mark under Section 1(c) or 1(d) of the Trademark Act;

AND WHEREAS the Vendor is the owner of the domain name registrations as identified in the attached Schedule "B" (the "Domains");

AND WHEREAS, Deak & Company, Inc. (the "Purchaser"), a Delaware company having a mailing address at 908 Westover Rd, Wilmington, DE, 19807 is a purchaser of the ongoing and existing portion of Vendor's business to which the Mark pertains as set out in Schedules A and B in accordance with 15 U.S.C. §1060, including the whole right, title and interest in and to the Mark and the Domains, together with the goodwill of the portion of the business carried on in association with the Mark;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Vendor does hereby assign to the Purchaser its successors and assigns, the ongoing and existing portion of the Vendor's business to which the Mark pertains as set out in Schedules A and B in accordance with 15 U.S.C. §1060, including the whole right, title and interest in and to the Mark and application identified on Schedule A and the Domains identified on Schedule B, together with the goodwill of the business carried on in association with the Mark and the right to sue for infringement and/or passing off of the Mark, including for past violations of rights in and/or to the Mark, as of the effective date of August 16, 2013 (the "Effective Date", which shall be the date of Purchaser's signature).
2. The Purchaser shall pay the Vendor a sum equal to the Purchase Price as specified in Schedule "C" attached hereto. Payment will be made by wire or ACH transfer within 5 business days of the later of (a) the receipt by Purchaser of Vendor's bank account information, or (b), the receipt by Purchaser of Vendor's signature on this Assignment. Purchaser shall execute this Assignment within 3 business days of the receipt of Vendor's signature on the same.
3. The Vendor hereby represents and warrants that the Vendor owns and has exclusive right, title and interest in and to the application for the Mark and the Domains, and that to the best of the Vendor's knowledge, the Mark and Domains:
 - a. do not infringe upon any third party trademark, whether registered or unregistered at common-law,
 - b. did not result from the misappropriation of any confidential information, trade dress or trade secret of any third party, and
 - c. do not otherwise violate the proprietary rights of any third party.

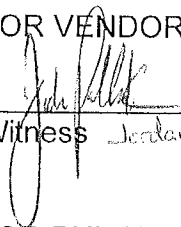
TRADEMARK

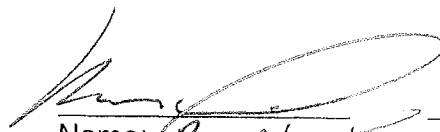
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4. The Vendor further represents and warrants that the Vendor is authorized to enter into this Agreement, and is not acting in violation of any outstanding obligation, contractual or otherwise, that may be owed to any third party.
5. The Vendor agrees to provide copies of all correspondence, including emails and other communications, that the Vendor has exchanged with the United States Patent and Trademark Office related to the Mark.
6. The Vendor agrees to take all necessary and/or requested steps to fully and completely transfer the Domains to the Purchaser, including but not limited to:
 - a. unlocking the Domains,
 - b. providing authorization code(s) to transfer the Domains to the Purchaser, and
 - c. providing any other necessary and/or desired confirmations to the registrar of the Domains to authorize the transfer of the Domains to the Purchaser.
7. The Vendor agrees to maintain the Domains in good standing until the Purchaser has complete and full control of the Domains.
8. The Vendor hereby represents and warrants that there are no third party communications related to the Mark and the Domains, including related to the Assignor's ownership interest in and/or to the Mark and Domains, that have not been disclosed to the Purchaser.
9. The Vendor agrees that it will upon request from Purchaser, and without further consideration, execute such further documents as may be reasonably necessary to vest title in the Mark and Domains in the Purchaser, its successors or assigns.
10. This Agreement contains the entire Agreement between the Vendor and the Purchaser. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of Vendor and Purchaser.


Vendor and Purchaser agree to the above:

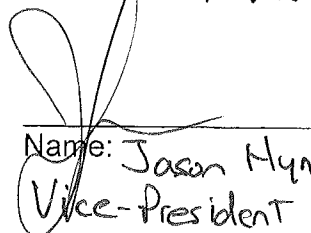
FOR VENDOR:


 Witness Jordan Pollack

 8 / 16 /2013
 Name: Ben Alyeshmerni
 Title: Vice President

FOR PURCHASER:


 Witness Kate Robinson

 8 / 19 /2013
 Name: Jason Hynes
 Title: Vice-President

Schedule A

Trademark	Filing Date	Goods and Services	U.S. Serial No.
ZENPAY	April 4, 2012	IC 036. US 100 101 102. G & S: Credit card payment processing services; Merchant services, namely, payment transaction processing services; Payment processing services, namely, credit card and debit card transaction processing services; Providing electronic processing of electronic funds transfer, ACH, credit card, debit card, electronic check and electronic payments	85/588,625

Schedule B

Domain Name	Registration Date	Expiration Date
zenpayments.com	March 29, 2008	March 29, 2014
zenpayments.net	March 10, 2012	March 10, 2014