

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
BSG Clearing Solutions North America, LLC		01/09/2014	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: 1			
Property Type	Number	Word Mark	
Registration Number:	4250656	ORDERBRIDGE	
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>			
Email:	bkemp@mofo.com		
Correspondent Name:	Jennifer Lee Taylor / Morrison Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	72122-6013000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	02/12/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made as of January 9th, 2014 (the "**Effective Date**") by and between BSG Clearing Solutions North America, LLC ("**Assignor**"), a Delaware Limited Liability Company with its principal place of business at 7411 John Smith Drive, Suite 1500, San Antonio, Texas 78229, 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, Assignee and OrderBridge, LLC are entering into a Software Purchase Agreement ("**SPA**") which requires the execution of this Agreement as a condition of closing;

WHEREAS, this Agreement does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the SPA;

WHEREAS, in the event of any conflict between the Agreement and the SPA, the terms of SPA will control over any conflict.

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; and

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: Bridget A. Mimiari
Name: Bridget A. Mimiari

Title: General Counsel
BSG Clearing Solutions North America, LLC

Schedule A

<u>Mark</u>	<u>Registration Number</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Class/Goods and Services</u>
ORDERBRIDGE	4,250,656	27 Nov. 2012	United States	<p><u>Class: 35</u> Business risk analysis in connection with online transactions; providing business information, namely, analytical sales reporting and customer relations management reporting services, namely, providing information in the field of customer relationship management.</p> <p><u>Class: 36</u> Payment gateway services, namely, authorizing and processing secure, real-time and recurring payments made via credit cards, telephone accounts, bank accounts and third party payment services for others over a network connection; financial risk analysis and financial risk management services related to customer authentication and identification in connection with online transactions; online transaction reporting services relating to payments made via credit cards, telephone accounts, bank accounts and third party payment services.</p>