

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

CORRECTED

ETAS ID: TM308893

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement (portions) with Disclosure Schedule and Assignment and Assumption Agreement Assignment of the entire interest and the goodwill	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equinox Payments, LLC		02/06/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Brookfield Equinox LLC		
Street Address:	8901 E. Raintree Drive		
Internal Address:	Suite 400		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85495889	O	
Serial Number:	85484955	EQUINOX	
Registration Number:	4519305	EQUINOX	
Serial Number:	85495938	EQUINOX	
Registration Number:	4516494	EQUINOX	
Serial Number:	85411739	EQUINOX PAYMENTS	
Registration Number:	4516464	EQUINOX PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	6169755505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616-975-5502		
Email:	clark@glbf.com		
Correspondent Name:	Donald S. Gardner		
Address Line 1:	2851 Charlevoix Drive, S.E.		
Address Line 2:	Suite 207		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
ATTORNEY DOCKET NUMBER:	EQU03 A-103		
TRADEMARK			

OP S190.00 85495889

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of February 6, 2014 by and between Equinox Payments, LLC, a Delaware limited liability company ("Seller"), and Brookfield Equinox LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are referred to herein as the "Parties", and each, a "Party".

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "APA"), pursuant to which Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets (as defined in the APA);

WHEREAS, pursuant to the APA, Buyer has agreed to assume only the Assumed Liabilities (as defined in the APA); and

WHEREAS, Buyer and Seller desire to document, and set forth the terms of, the sale, transfer, assignment, conveyance, and delivery of certain intangible assets included in the Purchased Assets and the assumption of the enumerated Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in the APA. All references to schedules and sections shall mean references to the schedules and sections of the APA, except as otherwise noted herein.


2. Assignment. Effective as of the Closing Date, Seller does hereby irrevocably sell, convey, assign, transfer and deliver to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to the assets described on Exhibit A hereto (the "Intangible Assets").

3. Assumption. Effective as of the date of this Agreement, Buyer does hereby accept the foregoing sale, conveyance, assignment, transfer and delivery of all of Seller's right, title and interest in and to the Intangible Assets and hereby assumes and agrees to pay, perform and discharge when due, in accordance with the APA, all of the Assumed Liabilities. Except as set forth in the previous sentence or as otherwise provided in the APA, Buyer expressly does not, and will not be deemed to, assume under this Agreement or otherwise by reason of the transactions contemplated hereby or by the APA, any liabilities, obligations or commitments of, or arising out of actions taken, services rendered, goods sold, or Contracts entered into by, Seller of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Seller:

EQUINOX PAYMENTS, LLC

By:  _____

Name: Patrick K. Hazel

Title: Chairman & Chief Executive Officer

Buyer:

BROOKFIELD EQUINOX LLC

By: _____

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

TRADEMARK
REEL: 005314 FRAME: 0771

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Seller:
EQUINOX PAYMENTS, LLC

By: _____
Name: Patrick K. Hazel
Title: President & CEO

Buyer:
BROOKFIELD EQUINOX LLC

By: _____
Name: David Aiken
Title: Sr. Vice President

EXHIBIT A

INTANGIBLE ASSETS

1. The Assigned Contracts
2. All Intellectual Property Assets
3. [Others]

Exhibit A

ASSET PURCHASE AGREEMENT

between

EQUINOX PAYMENTS, LLC,

and

BROOKFIELD EQUINOX LLC,

dated as of

FEBRUARY 6, 2014

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of February 6, 2014, is entered into between Equinox Payments, LLC, a Delaware limited liability company (“**Seller**”), and Brookfield Equinox LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS:

WHEREAS, Seller is engaged, including through its Subsidiaries, in the business of providing payment terminals and related technologies, applications, and services in the United States and Canada (the “**Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

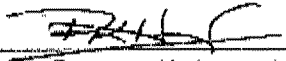
(e) all Intellectual Property Assets, including the name "Equinox Payments, LLC" and any derivatives of the foregoing name;

Section 4.11. Intellectual Property.

(a) **Section 4.11(a)** of the Disclosure Schedules lists all (i) Intellectual Property Registrations (including those of Equinox Latvia and Equinox Mexico) and (ii) Intellectual Property Assets that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EQUINOX PAYMENTS, LLC

By 

Name: Patrick K. Huzel

Title: Chairman & Chief Executive Officer

BROOKFIELD EQUINOX LLC

By _____

Name:

Title:

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EQUINOX PAYMENTS, LLC

By _____
Name: Patrick K. Hazel
Title: President & CEO

BROOKFIELD EQUINOX LLC

By  _____
Name: David Aiken
Title: Sr. Vice President

Schedule 4.11
Intellectual Property

Owned Trademarks:

Mark	Application Serial No.	Registration No.
Equinox	85/484,955	Pending
Design of O (black & gray)	85/484,922	Pending
Equinox Payments	85/411,739	Pending
Wordmark of Split "O"	85/495,889	Pending
Wordmark of Equinox (design)	85/495,938	Pending