

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAS Software Corporation		07/31/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	New York Life Insurance Company		
Street Address:	51 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	mutual life insurance company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2933848	RPAY.NET REPETITIVE PAYOUTS	
Registration Number:	2921311	RPAY.NET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	60053-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/22/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of July 31, 2014 (this "Agreement"), is by and between New York Life Insurance Company, a New York domiciled mutual life insurance company ("Assignee"), and OAS Software Corporation, an Illinois corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") between Assignor, Assignee, OASYS Consulting Inc. (collectively with Assignor, "Sellers"), Anthony G. Shaneen and, solely with respect to Articles VI and VIII thereof, Shaneen Family Trust; and

WHEREAS, under the terms of the Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and Assignor has agreed to execute and deliver this Agreement, for recording with Governmental Authorities including the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the Purchase Agreement.
2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a. the trademarks and applications listed on Schedule A and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes and consents to the recordation and registration of this Agreement by the Commissioner for Trademarks or any other governmental officials upon request by Assignee. Assignor shall take such steps and actions after the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

4. Conflicts. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Assignee or Sellers set forth in the Purchase Agreement. This Agreement is intended only to effect the assignment of the Assigned Trademarks, the assignment of which is contemplated in the Purchase Agreement and shall be governed in accordance with the terms and conditions of the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Amendments; Waivers, etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

6. Counterparts; Effectiveness; Third Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Until and unless each party has received a counterpart hereof signed by the other parties, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties and the Persons identified in Section 6.2 of the Purchase Agreement.

7. Headings. The headings and captions in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions of this Agreement.

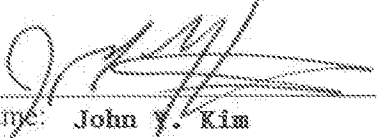
8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns; provided that except as permitted below, this Agreement shall not be assignable or otherwise transferable by any party without the prior written consent of the other party. Notwithstanding the foregoing, without the consent of Assignor, Assignee may assign any and all of its rights under this Agreement to one or more of its Subsidiaries, provided that no such assignment shall relieve Assignee of its obligations hereunder.

9. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the United States and the State of Illinois, without giving effect to its principles or rules of conflict of laws.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

NEW YORK LIFE INSURANCE COMPANY

By: 
Name: John Y. Kim
Title: Vice Chairman and Chief Investment Officer

OAS SOFTWARE CORPORATION

By: _____
Name:
Title:

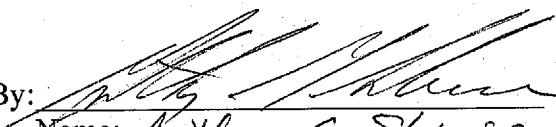
{Signature page to Trademark Assignment Agreement}

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.


NEW YORK LIFE INSURANCE COMPANY

By: _____
Name:
Title:

OAS SOFTWARE CORPORATION

By: 
Name: Anthony G. SHAHEEN
Title: President

SCHEDULE A

TRADEMARK	(APPLICATION NO.) REGISTRATION NO.	(APPLICATION DATE) REGISTRATION DATE
RPAY.NET REPETITIVE PAYOUTS 	(76547541) 2933848	(30-SEP-2003) 15-MAR-2005
RPAY.NET rPay.net	(76523391) 2921311	(10-JUN-2003) 25-JAN-2005