

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opticard Payment Services, Inc.		02/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MerchantWarehouse.com LLC		
Street Address:	One Federal Street, 2nd floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2499107	OPTICARD	
CORRESPONDENCE DATA			
Fax Number:	6172754436		
<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:	617-345-4600		
Email:	trademarks@daypitney.com		
Correspondent Name:	Jeremy Blackowicz		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	710556.000010		
NAME OF SUBMITTER:	Jeremy Blackowicz		
SIGNATURE:	/s/ Jeremy Blackowicz/		
DATE SIGNED:	12/03/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of February 13, 2014 by Opticard Payment Services, Inc., a Delaware corporation with an address c/o Planet Group, Inc. ("Planet"), 407 N 117th Street, Omaha, Nebraska 68154 (the "Assignor"), to Merchant Warehouse.com LLC, a Delaware limited liability company with an address of One Federal Street, Boston, MA 02110 (the "Assignee") (each a "Party," and collectively the "Parties").

WHEREAS, this Agreement is being entered into in connection with the terms of that certain Asset Purchase Agreement of even date among Planet, Assignee, and Assignor (the "Purchase Agreement"). The execution of this Agreement is a condition to the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto (the "Marks") together with the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. The preamble shall form part of this Agreement and the representations and warranties of the Parties.
2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to said Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.
3. Further Assurances. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem

appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. Representation of Assignor. Assignor represents and warrants that: (a) Assignor owns the Marks and that to the best of its knowledge no other party is using or claiming rights of any kind to the Marks; (b) the Marks are not the subject of any civil, regulatory or administrative proceedings; (c) it does not own other trademark applications or registrations for the Marks or trademarks similar to the Marks and agrees that it will not file for or seek such registrations in the United States or in foreign jurisdictions; and (d) to its knowledge, the manufacturing and distribution of the products and the use of the Marks related thereto have not been prohibited by any federal, state or local law or agency.

5. Miscellaneous. This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment of Trademarks may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

OPTICARD PAYMENT SERVICES, INC.

By: 

Name: David B. Gerheuser, Jr.
Title: Secretary

ASSIGNEE:

MERCHANT WAREHOUSE.COM LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

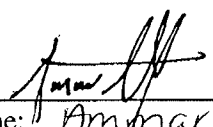
ASSIGNOR:

OPTICARD PAYMENT SERVICES, INC.

By: _____
Name:
Title:

ASSIGNEE:

MERCHANT WAREHOUSE.COM LLC

By:  _____
Name: Ammar Atif
Title: CFO

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Date of Registration</u>
OPTICARD	United States	2499107	10/16/01

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