

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Payment Systems, Inc.		10/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EPX Acquisition Company, LLC		
Street Address:	250 Stephenson Highway		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3027625	EPX	
Registration Number:	3849216	BUYERWALL	
CORRESPONDENCE DATA			
Fax Number:	2485668453		
<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:	2485668452		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer M. Hetu, Esq.		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	221207-361259		
NAME OF SUBMITTER:	Jennifer M. Hetu, Esq.		
SIGNATURE:	/jmh/		
DATE SIGNED:	02/24/2015		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of October 23, 2014 between Phoenix Payment Systems, Inc., a Delaware corporation having a principal place of business at 1201 N. Market Street, Suite 701, Wilmington, Delaware 19801 (hereinafter, the "Assignor") and EPX Acquisition Company, LLC, a Delaware limited liability company having a principal place of business at 250 Stephenson Highway, Troy, Michigan 48083 (hereinafter, the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 31, 2014 (the "Purchase Agreement"; capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement) pursuant to which Assignee will purchase all of the Purchased Assets from Assignor; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to certain trademarks throughout the world that relate or pertain to or are used, held for use or intended to be used in the operation of the Business conducted by Assignor (as of the Closing Date), or in connection with the Purchased Assets (the "Trademarks"); and

WHEREAS, Assignor is the owner of Trademarks which were registered in, and pending applications for Trademarks which were filed with, the United States Patent and Trademark Office, as listed on Annex A attached hereto (the "U.S. Trademarks"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks and the applications and registrations therefor, together with the goodwill of the Assignor's business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the Purchase Agreement.

NOW THEREFORE, in consideration of the consideration paid to the Assignor pursuant to the Purchase Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor DOES HEREBY ASSIGN, TRANSFER AND CONVEY to Assignee, its successors and assigns forever, all of the right, title and interest, whether statutory or common law, of Assignor in, to or arising under the Trademarks, and any and all renewals and extensions of such Trademarks, together with the goodwill of the Assignor's business symbolized by the Trademarks, and the registrations and applications of U.S. Trademarks identified on Annex A, including the right to recover for damages and profits for past infringements thereof, as fully and entirely as the same would have been held by Assignor if this Assignment had not been made.

Assignor agrees to execute and deliver at the request of the Assignee, all papers,

instruments, and assignments, and to perform any other acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This Assignment is intended only to effect the assignment and assumption of the Trademarks by Assignor to Assignee pursuant to the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall limit, expand or otherwise affect the representations, warranties, agreements or covenants contained in the Purchase Agreement or the survival thereof. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Delaware, without regard to any conflict of laws principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

PHOENIX PAYMENT SYSTEMS, INC.

By: Michael E. Jacoby
Name: Michael E. Jacoby
Title: Chief Restructuring Officer

[CORPORATE SEAL]

Sworn to before me this
___ day of _____

Notary Public

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 2nd day of October 2014, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Michael E. Jacoby to me personally known, who stated that he is the Chief Restructuring Officer of Phoenix Payment Systems, Inc., a Delaware corporation and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this ___ day of October 2014.

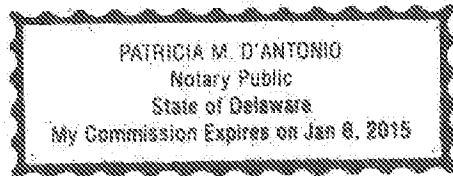
Patricia M. D'Antonio

Notary Public

Accepted and agreed:

EPX ACQUISITION COMPANY, LLC

By: _____
Name: Marc Gardner
Title: President



[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

PHOENIX PAYMENT SYSTEMS, INC.

By: _____
Name:
Title:

[CORPORATE SEAL]

Sworn to before me this
__ day of _____

Notary Public

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this __ day of October 2014, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named _____ to me personally known, who stated that he/she is the _____ of Phoenix Payment Systems, Inc., a Delaware corporation and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this __ day of October 2014.

Notary Public

Accepted and agreed:

EPX ACQUISITION COMPANY, LLC

By: C. Fink Hasson
Name: C. Fink Hasson
Title: Vice President & CFO

[Signature Page to Trademark Assignment]

Annex A

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
"EPX" LOGO	3,027,625	December 13, 2005
"BUYERWALL"	3,849,216	September 21, 2010