OP \$40.00 3952809

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM337881

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SBG Acquisition, LLC		04/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sterling Payment Technologies, LLC	
Street Address:	1111 North Westshore Boulevard	
Internal Address:	Address: Suite 500	
City:	Татра	
State/Country:	State/Country: FLORIDA	
Postal Code:	33607	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3952809	INTERCHANGE MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 6152446804

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.

Phone: 6158508741

Email: robert.felber@wallerlaw.com

Correspondent Name: Robert P. Felber, Jr. Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	026084.49833
NAME OF SUBMITTER:	Robert P. Felber, Jr.
SIGNATURE:	/Robert P. Felber, Jr./
DATE SIGNED:	04/10/2015

Total Attachments: 3

source=2475_001#page1.tif source=2475_001#page2.tif

TRADEMARK REEL: 005495 FRAME: 0793

source=2475_001#page3.tif

TRADEMARK REEL: 005495 FRAME: 0794

ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION AND ACCOMPANYING GOODWILL

This Assignment of Service Mark, Service Mark Registration and Accompanying Goodwill (this "Assignment") is entered into as of *April* 1, 2015 by and between SBG ACQUISITION, LLC, a Delaware limited liability company with its principal business address at 100 Mansell Court East, Suite 105, Roswell, Georgia 30076 (the "Assignor"), and STERLING PAYMENT TECHNOLOGIES, LLC, a Florida limited liability company with its principal business address at 1111 North Westshore Boulevard, Suite 500, Tampa, Florida 33607 (the "Assignee").

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademark identified in Schedule A attached hereto (the "Mark"), any registrations therefore throughout the world and any renewals or extensions of such registration, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made. Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments necessary or appropriate to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

SBG ACQUISITION, LLC

tephen to. Tane

Name: Stephen D. Kane

Title: Manager

ASSIGNEE:

STERLING PAYMENT TECHNOLOGIES, LLC

Name: Stephen D. Kane

Title: Senior Executive Officer

4839-4542-9281.2

TRADEMARK REEL: 005495 FRAME: 0795

STATE OF Jeongia)	
COUNTY OF Camben	
Before me, Nulliam San Fight foot a aforesaid, personally appeared Stephen D. Kane, with won the basis of satisfactory evidence), and who upon oa officer authorized to execute the instrument) of SBG A and that he, as Manager of the Assignor, executed the contained, by signing on behalf of the Assignor in his contained, by signing on behalf of the Assignor in his contained.	th acknowledged himself to be Manager (or other CQUISITION, LLC, the within named Assignor the foregoing instrument for the purposes therein anacity as Manager.
Witness my hand and seal, at office in Court line	enly, this / day of Open , 2015.
	Dem L
	Notary Public
My Commission Expires: 29, Zo19	SEAN LIGHT
91 .	EXPIRES GEORGIA JAN 29, 2019
STATE OF Japongia)	PUBLIC
COUNTY OF <u>Camelen</u>	NEW COOKER
Before me, Lillam and Lightfur aforesaid, personally appeared Stephen D. Kane, with on the basis of satisfactory evidence), and who upon of Officer (or other officer authorized to execute TECHNOLOGIES, LLC, the within named Senior Executive Officer of the Assignee, executed the foregoing by signing on behalf of the Assignee in his capacity as	bath acknowledged himself to be Senior Executive the instrument) of STERLING PAYMENT Executive Officer, and that he, as such Senior bing instrument for the purposes therein contained Senior Executive Officer.
Witness my hand and seal, at office in ander low	nty, this / day of africe, 2015.
	2.00 L
My Commission Expires an 29,2019	Notary Public SEAN LIGHTOTAR EXPIRES CONTROL EXPIRES
	GEORGIA JAN 29, 2019

Page 2 of Three Page Assignment

SCHEDULE A

ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION AND ACCOMPANYING GOODWILL

	MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
1.	INTERCHANGE MANAGEMENT	United States	3952809	April 26, 2011	credit card merchant services, namely, providing financial consultation services to systematically identify savings opportunities in the interchange fees paid to credit card associations and the issuing banks by merchants who accept credit card payments (Class 36)

Page 3 of Three Page Assignment

4839-4542-9281.2

RECORDED: 04/10/2015

TRADEMARK REEL: 005495 FRAME: 0797