

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comm Asset, Inc.		04/20/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	BSERV INTERNET PAYMENTS, INC.
Doing Business As:	BANKSERV, INC.
Street Address:	8360 S DURANGO DRIVE
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89113
Entity Type:	CORPORATION; NEVADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2963064	POSWARE
Registration Number:	3200290	M2
Registration Number:	2668814	COMMERCIAINT
Registration Number:	2925607	MOBILESCAPE

CORRESPONDENCE DATA

Fax Number: 2026622738

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.

Email: seanwooden@akllp.com

Correspondent Name: Sean S. Wooden

Address Line 1: 1350 I Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	220117
NAME OF SUBMITTER:	Sean S. Wooden
SIGNATURE:	/SSW/
DATE SIGNED:	04/16/2015

CH \$115.00 2963064

Total Attachments: 4

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BILL OF SALE

THIS BILL OF SALE (the "Agreement") is made and entered into effective as of the 20th day of April 2009 (the "Effective Date"), by and between COMM ASSET, INC., a Texas corporation ("Seller"), BSERV INTERNET PAYMENTS, INC., a Nevada corporation ("Buyer"), and AEGIS TEXAS VENTURE FUND LP, a Texas limited partnership ("Agent").

WITNESSETH:

WHEREAS, Agent, as agent for AEGIS TEXAS VENTURE FUND LP, a Texas limited partnership, TX ACP I L.P., a Texas limited partnership, and ACCENT TEXAS FUND I, L.P., a Texas limited partnership, and certain other lenders identified on Exhibit "A" attached hereto and by this reference incorporated herein (the "Stakeholders") had loaned in excess of \$5,000,000 (the "Commercial Loans") to Commercial, LP, a Texas limited partnership, Commercial Holdings, Inc., a Texas corporation, and Commercial Interests, LLC, a Delaware limited liability company (collectively, "Commercial"); and

WHEREAS, to the best of Seller's and Agent's knowledge and belief, except for the Permitted Exceptions (as hereinafter defined), the Stakeholders had a perfected, first-in-priority security interest in all of the assets of Commercial; and

WHEREAS, Commercial defaulted on the Commercial Loans, and the Stakeholders initiated proceedings under Texas law to have a public sale of all of the assets of Commercial; and

WHEREAS, the Stakeholders formed Seller to bid on the assets of Commercial at the public sale; and

WHEREAS, Agent, as agent for the Stakeholders, conducted a public sale on April 20, 2009 (the "Foreclosure Sale"), during which Agent put forth the highest bid and took title to all of the assets of Commercial; and

WHEREAS, subsequent to the Foreclosure Sale, Agent assigned all of Commercial's assets to Seller; and

WHEREAS, the Buyer hereby purchases, and the Seller hereby sells, all of the assets of Commercial acquired by Seller at the Foreclosure Sale, upon the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Seller hereby conveys, grants, bargains, sells, transfers, sets over, delivers and assigns unto Buyer, its successors and assigns, forever as of the date hereof, all right, title and interest in and to, the assets, tangible and intangible, acquired by Seller at the Foreclosure Sale (collectively, the "Acquired Assets"), including without limitation, the following:

- (i) All of Seller's right, title, and interest to one certain Independent Sales Organization Sales, Marketing and Servicing Agreement by and among Commerçant, LP, TransFirst Merchant Services, Inc., and Columbus Bank and Trust Company (the "ISO Agreement"), including all related amounts due to the ISO (as that term is defined in the ISO Agreement"), all of the ISO's related books and records, and the ISO's interest in proceeds; and
- (ii) All of Seller's right, title and interest in all of the assets it acquired at the Foreclosure Sale, including, all Accounts, General Intangibles, Receivables, Equipment, Property, Inventory, Intellectual Property and Investment Property, all additions, accessions, substitutions and replacements, improvements, all proceeds, products, insurance, all deposits and all present and future deposit accounts.

TO HAVE AND TO HOLD all and singular the said goods and chattels forever, and the said Seller and Agent hereby jointly and severally covenant with Buyer that, to the extent Agent became the lawful owner of said goods and chattels by virtue of the Foreclosure Sale, Seller and Agent will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Agent or Seller, but not otherwise.

2. Seller and Agent, jointly and severally, warrant and represent the following:
- (i) At all relevant times, Aegis has been the agent for the Stakeholders and has the requisite power and authority to act on behalf of the Stakeholders, including, but not limited to, the requisite power and authority to: (i) execute the security agreements and UCC Financing Statements granting the Stakeholders a first-in-priority security interest in all of the Acquired Assets; (ii) conduct the Foreclosure Sale on behalf of the Stakeholders; and (iii) execute all other instruments and documents required or contemplated in connection therewith.
 - (ii) Agent was the successful high bidder at the Foreclosure Sale, Agent assigned all of the Acquired Assets to Seller and, to the best of Seller's and Agent's knowledge, the Foreclosure Sale complied in all respects with Texas law.
 - (iii) To the best of Seller's and Agent's knowledge, the Acquired Assets are free and clear of all free and clear of all liens, restrictions and encumbrances, except for the Permitted Encumbrances. As used herein, the term "Permitted Encumbrances" shall mean any UCC Financing Statement appearing of record with the Texas Secretary of State as of the date of the Foreclosure Sale, which are believed to include only the following: (A) that certain UCC Financing Statement (Filing Number 06-0005149500) filed by Dell Financial Services, L.P. on February 14, 2006,

with the Texas Secretary of State; and (B) that certain UCC Financing Statement (Filing Number 06-0010126602) filed by Royal Bank America Leasing on March 29, 2006, with the Texas Secretary of State; (C) that certain UCC Financing Statement (Filing Number 06-0013741012) filed by UC Bancorp on April 24, 2006, with the Texas Secretary of State; and (D) any ad valorem taxes or franchise/gross margin taxes for tax years 2008 02 2009. Agent and Seller hereby expressly disclaim any warranty or representation as to the payment, or status, of any obligation for any 2008 or 2009 franchise/gross margin tax.

3. Agent warrants and represents that, as of the Effective Date, it continues to have the requisite power and authority to act on behalf of the Stakeholders in connection with the transactions contemplated hereby. Agent and Seller jointly covenant that they shall, at the request of Buyer from time to time and at any time, whether on or after the Effective Date, and without further consideration, execute and deliver such deeds, assignments, transfers, assumptions, conveyances, powers of attorney, receipts, acknowledgments, acceptances and assurances as may be reasonably necessary to procure for the Buyer, and its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any and all of the Acquired Assets. Without limiting the generality of the foregoing, Agent shall, upon the request of Buyer, in a timely manner on and after the Effective Date request the Stakeholders to execute and deliver to Buyer such other documents, releases, assignments and other instruments as may be reasonably required to effectuate completely the transfer and assignment to Buyer of, and to vest fully in Buyer, Seller's rights to the Acquired Assets, or, alternatively, shall execute such documents on their behalf as their Agent.

Other than as stated herein, Seller and Agent have not made, and do not make, any representation, express or implied, with respect to the Acquired Assets, and the Acquired Assets are being sold to Buyer As Is, Where Is, and With All Faults.

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed and delivered on the date first above written.

[The document may be signed in multiple counterparts and facsimile signatures shall be accepted as original signatures.]

SELLER:

COMM ASSET, INC.

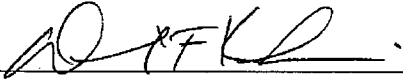
By: _____

Print Name: _____

Title: _____

BUYER:

BSERV INTERNET PAYMENTS, INC.

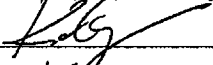
By: 

Print Name: DAVID F. KVEDERIS

Title: President; CEO

AGENT:

AEGIS TEXAS VENTURE FUND LP

Aegis Texas Venture Fund GP LLC, its G.P.
By: 

Print Name: Kevin Dragan

Title: CFO