

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339810

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900321870		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerciant Holdings, Inc.		04/20/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AEGIS TEXAS VENTURE FUND, L.P.		
Street Address:	1800 West Loop South		
Internal Address:	Suite 475		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2963064	POSWARE	
Registration Number:	3200290	M2	
Registration Number:	2668814	COMMERCANT	
Registration Number:	2925607	MOBILESCAPE	
CORRESPONDENCE DATA			
Fax Number:	2026622739		
<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:	2026633728		
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:	04/30/2015		

Total Attachments: 4

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Bill of Sale

Date: April 20, 2009

Security Agreements

Dated: December 10, 2007 and July 27, 2006
Grantor: Commercial Holdings, Inc., a Texas corporation; Commercial Interests, L.L.C., a Delaware limited liability company; and Commercial, L.P., a Texas limited partnership
Mortgagee: Aegis Texas Venture Fund I, LP, a Texas limited partnership; Accent Texas Fund I, LP, a Texas limited partnership; and all other lenders represented by Aegis Texas Venture Fund, LP, as Agent under the Agent Loan Documents dated December 10, 2007.
Property:

All of Debtor's interest in the following described property including, all after-acquired collateral of the same classification and all products, increase, and offspring of the collateral

All Debtor's right, title, and interest to one certain Independent Sales Organization Sales, Marketing, and Servicing Agreement by and among Debtor, TransFirst Merchant Services, Inc., and Columbus Bank and Trust Company including all related amounts due to Debtor, all Debtors related books and records and Debtor's interest in proceeds.

All Debtors right, title and interest in all of its assets, 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.

Notes:

Dates: December 10, 2007 and a series of notes beginning July 27, 2006
Amounts: \$204,000.00, \$204,000.00, \$2,776,590.29 and a series of notes beginning July 27, 2006 with current amounts due of \$1,905,366.12 as of March 1, 2009

Borrower (Obligor): Commercial Holdings, Inc., a Texas corporation; Commercial Interests, L.L.C., a Delaware limited liability company; and Commercial, L.P., a Texas limited partnership

Lender (Secured Party): Aegis Texas Venture Fund I, LP, a Texas limited partnership; Accent Texas Fund I, LP, a Texas limited partnership; and Aegis Texas Venture Fund, LP, a Texas limited partnership, as Agent for itself and other lenders under the Agent Loan Documents

Date of Sale: April 20, 2009

Place of Sale: 3130 Rogerdale Road, Suite 190, Houston, TX 77042

Time of Sale: 10:00 A.M.

Buyer: Aegis Texas Venture Fund, LP as agent for itself and other lenders under the Agent Loan Documents dated December 10, 2007.

A default occurred under each of the Security Agreements. Notices stating the time, place, and terms of sale of the property were sent to Debtor, any secondary obligor, and other persons to whom Lender is required to send such notice by the laws of the state of Texas. At the foreclosure sale for the Property, Lender accepted Buyer's bid, which was the highest bid.

Lender, subject to the prior liens and other exceptions to conveyance and warranty in the Security Agreement and for the amount of sale paid by Buyer as consideration, sells and conveys the Property to Buyer.

LENDER HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND THE PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS."

AEGIS TEXAS VENTURE FUND, LP, A TEXAS LIMITED PARTNERSHIP, AS AGENT FOR ITSELF AND OTHER LENDERS UNDER AGENT LOAN DOCUMENTS DATED DECEMBER 10, 2007.


Kevin Dragan, Chief Financial Officer

Agenda of Public Foreclosure Sale
Held on April 20, 2009

I am Jacky B. Franklin, Attorney acting on behalf of Aegis Texas Venture Fund, LP, a Texas limited partnership, as Agent for itself and other lenders under the Agent Loan Documents dated December 10, 2007.

Commercial Holdings, Inc., Commercial Interests, LLC, and Commercial, L.P. signed security agreements in favor of Aegis Texas Venture Fund I, L.P., Accent Texas Fund I, LP and various other lenders represented by Aegis Texas Venture Fund, LP, as Agent, granting a security interest in all of the property and assets of the debtor, including all after-acquired collateral of the same classification and all products, increase, and offspring of the collateral, which is the property included in this sale. The lender has authorized me to sell the property at public auction. The property is:

All Debtor's right, title, and interest to one certain Independent Sales Organization Sales, Marketing, and Servicing Agreement by and among Debtor, TransFirst Merchant Services, Inc., and Columbus Bank and Trust Company including all related amounts due to Debtor, all Debtors related books and records and Debtor's interest in proceeds.

All Debtors right, title and interest in all of its assets, 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.

I now call for cash bids on the property. Each bidder will please state his or her name, for whom the bid is being made, and the amount of each bid made:

- Bids in the order made: *Jacky B. Franklin on behalf of*
1. Name: *Wells Fargo Bank*
Representing: *Wells Fargo Bank*
Amount bid: *1,000,000.00*
 2. Name: *None*
Representing: *None*
Amount bid: *None*
 3. Name: *None*
Representing: *None*
Amount bid: *None*

Are there any further bids?

IF THE SUCCESSFUL BIDDER IS NOT THE LENDER CONTINUE WITH THE FOLLOWING:

Does the bidder require time to obtain cash in the amount of its bid?

IF THE BIDDER REQUIRES EXTRA TIME CONTINUE WITH THE FOLLOWING:

Hearing no further bids, this sale is adjourned until N/A at which time this sale will reconvene at this location if the bidder has not delivered cash to me, as Trustee, in the amount of the bidder's bid; provided, however, that if the bidder delivers the cash bid, the property will be sold to the bidder without further notice, and this sale will be concluded.

FINISH WITH THE FOLLOWING:

Hearing no further bids, the property is sold to Wells Fargo Bank who made the highest and best bid.
This concludes the sale.

Jacky B. Franklin

Jacky B. Franklin

Waiver of Rights after Default

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Date: April 15, 2009

Security Agreements

Date: December 10, 2007 and July 27, 2006

Lender (Secured Party): Aegis Texas Venture Fund I, LP, a Texas limited partnership; Accent Texas Fund I, LP, a Texas limited partnership; and all other lenders represented by Aegis Texas Venture Fund, LP, as Agent under documents dated December 10, 2007.

Debtor: Commerciant Holdings, Inc., a Texas corporation; Commerciant Interests, LLC, a Delaware limited liability company; and Commerciant, L.P., a Texas limited partnership.

Collateral:

All of Debtor's interest in the following described property including, all after-acquired collateral of the same classification and all products, increase, and offspring of the collateral:

All Debtor's right, title, and interest to one certain Independent Sales Organization Sales, Marketing, and Servicing Agreement by and among Debtor, TransFirst Merchant Services, Inc., and Columbus Bank and Trust Company including all related amounts due to Debtor, all Debtors related books and records and Debtor's interest in proceeds.

All Debtors right, title and interest in all of its assets, 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.

Notes

Dated: December 10, 2007 and a series of notes beginning July 27, 2006

Amounts: \$204,000.00, \$204,000.00, \$2,776,590.29 and series of notes beginning July 27, 2006 with current amounts due of \$1,905,366.12 as of March 1, 2009

Borrower (Obligor): Commerciant Holdings, Inc., a Texas corporation; Commerciant Interests, LLC, a Delaware limited liability company; and Commerciant, L.P., a Texas limited partnership

Debtors acknowledge that defaults exists under the each of the Notes and the Security Agreements. Debtors waive all further notices of disposition of the collateral, pursuant to section 9.624(a) of the Texas Business and Commerce Code.

Further, Debtors waive the right to require Secured Party to dispose of the collateral within ninety days pursuant to section 9.620(e) of the Texas Business and Commerce Code.

COMMERCIAINT HOLDINGS, INC., A TEXAS CORPORATION,


Timothy D. Davis, CEO

COMMERCIAINT INTERESTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,


Timothy D. Davis, Authorized Agent

COMMERCIAINT, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, COMMERCIAINT HOLDINGS, INC., A TEXAS CORPORATION


Timothy D. Davis, Authorized Agent

Foreclosure Affidavit

Date: April 20, 2009

Affiant: Jacky B. Franklin, as Attorney for Aegis Texas Venture Fund, L.P. a Texas limited partnership, Agent for itself and other lenders under the Agent Loan Documents dated December 10, 2007

Security Agreements

Dated: December 10, 2007 and July 27, 2006

Grantor: Commercial Holdings, Inc., a Texas corporation; Commercial Interests, LLC, a Delaware limited liability company; and Commercial, L.P., a Texas limited partnership

Mortgagee: Aegis Texas Venture Fund I, L.P. a Texas limited partnership; Accent Texas Fund I, L.P., a Texas limited partnership; and Aegis Texas Venture Fund, L.P. a Texas limited partnership, as Agent for itself and other lenders under the Agent Loan Documents

Property:

All of Debtor's interest in the following described property including, all after-acquired collateral of the same classification and all products, increase, and offspring of the collateral:

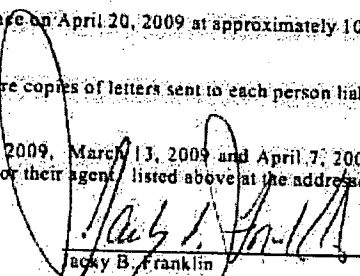
All Debtor's right, title, and interest to one certain Independent Sales Organization Sales, Marketing, and Servicing Agreement by and among Debtor, TransFirst Merchant Services, Inc., and Columbus Bank and Trust Company including all related amounts due to Debtor, all Debtors related books and records and Debtor's interest in proceeds.

All Debtors right, title and interest in all of its assets, 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.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. This affidavit is made with respect to the foreclosure of one or more of the Security Agreements described above.
2. Attached to this affidavit is a copy of the Newspaper Notice of Sale published in the Daily Court Review more than 10 days prior to the sale.
3. The foreclosure sale took place on April 20, 2009 at approximately 10:00 A.M. at debtors' offices as designated in the notice.
4. Attached to this affidavit is are copies of letters sent to each person liable on the debt at the address required under the Texas UCC.

The letters were mailed on March 6, 2009, March 13, 2009 and April 7, 2009 by certified mail, postage prepaid, properly addressed to the individuals, or their agent, listed above at the addresses stated.


Jacky B. Franklin

SUBSCRIBED AND SWORN TO before me on April 20, 2009 by Jacky B. Franklin.


Notary Public, State of Texas

