

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM357821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Princeton Payment Solutions, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CardConnect, LLC		
<b>Street Address:</b>	1000 Continental Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4187675	PANPAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8008611894		
<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>			
<b>Phone:</b>	215.981.4513		
<b>Email:</b>	frankenb@pepperlaw.com		
<b>Correspondent Name:</b>	Beth Frankenfield / Pepper Hamilton LLP		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	18th and Arch Streets		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	136704.5		
<b>NAME OF SUBMITTER:</b>	Beth A. Frankenfield		
<b>SIGNATURE:</b>	/Beth A Frankenfield/		
<b>DATE SIGNED:</b>	10/07/2015		
<b>Total Attachments: 2</b>			
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OP \$40.00 4187675

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is made and entered into as of October 1, 2015, by and between Princeton Payment Solutions, LLC, a Delaware limited liability company ("Assignor"), and CardConnect, LLC, a Delaware limited liability company ("Assignee" and together with Assignor, the "Parties").

### **W I T N E S S E T H:**

WHEREAS, Assignor is the owner of the United States Trademark Registration No. 4187675 and Community Trademark Registration No. 010349314, both for the trademark PANPAD (hereinafter, the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademark, or in any other way encumbered the

same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademark.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

PRINCETON PAYMENT SOLUTIONS, LLC      CARDCONNECT, LLC

By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Robert Suggart</u>	Name: <u>Patrick Shanahan</u>
Title: <u>Director IT</u>	Title: <u>Chief Operating Officer</u>