

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370026

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/15/2016
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VendScreen, Inc.		01/15/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	USA Technologies, Inc.
Street Address:	100 Deerfield Lane
Internal Address:	Suite 140
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4716736	VENDSCREEN
Registration Number:	4827283	VENDSCREEN

CORRESPONDENCE DATA

Fax Number: 2156658582

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: 2156659300

Email: dlurio@luriolaw.com

Correspondent Name: Douglas M. Lurio, Esquire

Address Line 1: 2005 Market Street

Address Line 2: Suite 3120

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Douglas M. Lurio
SIGNATURE:	/Douglas M. Lurio/
DATE SIGNED:	01/21/2016

Total Attachments: 7

OP \$65.00 4716736

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ASSIGNMENT OF MARKS

This Assignment of Marks is made as of this 15th day of January, 2016, by and between VendScreen, Inc., a Delaware corporation (“**Seller**”), and USA Technologies, Inc., a Pennsylvania corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the owner of the Mark registrations set forth on Schedule “A” attached hereto and made part hereof (collectively, the “**Purchased Marks**”);

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of January 15, 2016 (the “**Asset Purchase Agreement**”); and

WHEREAS, in connection with the Asset Purchase Agreement, Buyer has agreed to acquire from Seller and Seller has agreed to sell, transfer, convey, assign, and deliver to Buyer all of Seller’s rights, title, and interest in and to the Purchased Marks, together with the goodwill of the business associated with and symbolized by the Purchased Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Assignment of Marks and of the representations, warranties, conditions, agreements, and promises contained in the Asset Purchase Agreement and this Assignment of Marks, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Unless otherwise specifically provided herein, capitalized terms used in this Assignment of Marks and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Purchased Marks. In accordance with the provisions of the Asset Purchase Agreement: (a) Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer (and to Buyer’s successors, legal representatives, and assigns), all of Seller’s right, title, and interest in and to the Purchased Marks and all goodwill of the business associated with and symbolized by the Purchased Marks; and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment, and delivery.

3. Recordation. Seller hereby authorizes Buyer to record this Assignment of Marks with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices and any other applicable Governmental Body.

4. Asset Purchase Agreement Controls. Notwithstanding any other provision of this Assignment of Marks to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement. This Assignment of Marks is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement. Nothing contained

herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.

5. Further Assurances. Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Assignment of Marks, including signing such papers and documents, taking all lawful oaths, and doing such acts as Buyer may reasonably request to assist Buyer in the procurement, maintenance, enforcement, and defense of trademarks or applications of Purchased Marks.


6. Counterparts. This Assignment of Marks may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment of Marks by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment of Marks.

7. Effective Time. This Assignment of Marks shall be effective on and after 12:01 a.m., Eastern Time, on January 15, 2016 (the "**Effective Time**").

[Signature Page Follows]

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

VENDSCREEN, INC.

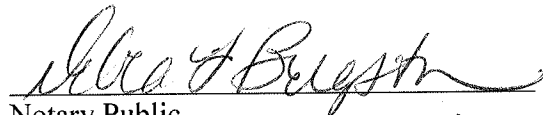
By: 
Name: _____
Title: _____

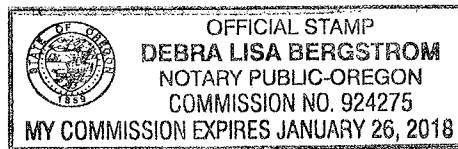
USA TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

STATE OF OREGON :
 :
COUNTY OF MULTNOMAH : SS

On this 15th day of January, 2016, before me personally appeared David Grano, to me personally known, who, being duly sworn, did say that he/she is the Chief Executive Officer of VendScreen, Inc. and that he/she duly executed the foregoing instrument for and on behalf of VendScreen, Inc. being duly authorized to do so, and that said individual acknowledged said instrument to be the free act and deed of VendScreen, Inc.


Notary Public
Expiration Date: 01-26-18

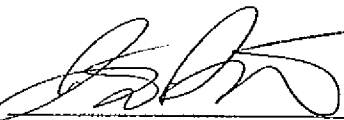


IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of Marks as of the date first above written.

VENDSCREEN, INC.

By: _____
Name: _____
Title: _____

USA TECHNOLOGIES, INC.

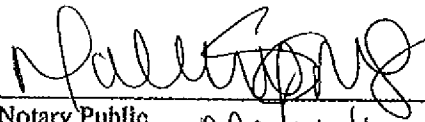
By:  _____
Name: STEPHEN P. HERBERT
Title: CHIEF EXECUTIVE OFFICER, CHAIRMAN

SIGNATURE PAGE TO ASSIGNMENT OF MARKS

TRADEMARK
REEL: 005713 FRAME: 0589

STATE OF PA :
COUNTY OF Chester : SS

On this 15th day of January, 2016 before me personally appeared Stephen P. Hermet, to me personally known, who, being duly sworn, did say that he/she is the Chairman & CEO of USA Technologies, Inc. and that he/she duly executed the foregoing instrument for and on behalf of USA Technologies, Inc. being duly authorized to do so, and that said individual acknowledged said instrument to be the free act and deed of USA Technologies, Inc.


Notary Public
Expiration Date: May 11 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mallory Singer, Notary Public
East Whiteland Twp., Chester County
My Commission Expires May 11, 2018

NOTARY SIGNATURE PAGE TO ASSIGNMENT OF MARKS

TRADEMARK
REEL: 005713 FRAME: 0590

SCHEDULE "A"
PURCHASED MARKS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark Drawing Code</u>	<u>Type of Mark</u>
85514958	4716736	April 7, 2015	(4) Standard Character Mark	Service Mark
85514967	4827283	October 6, 2015	(4) Standard Character Mark	Trademark