

900395510 02/17/2017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.202/17/2017  
900395510

ETAS ID: TM416634

<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>
Pathfinder Payment Solutions, Inc.		02/16/2017	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Direct Connect Merchant Services, LLC		
<b>Street Address:</b>	3901 Centerview Drive Suite W		
<b>City:</b>	Chantilly		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22151		
<b>Entity Type:</b>	Corporation: FLORIDA Limited Liability Company : FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4537579		
Registration Number:	4537578	FIRST ACH BETTER PAYMENTS	
Registration Number:	2968728	FIRST ACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	443-283-2420		
<b>Email:</b>	jason.kula@udcc.com		
<b>Correspondent Name:</b>	Jason Kula		
<b>Address Line 1:</b>	3901 Centerview Drive Suite W		
<b>Address Line 4:</b>	Chantilly, VIRGINIA 22151		
<b>NAME OF SUBMITTER:</b>	Jason Kula		
<b>SIGNATURE:</b>	/Jason Kula/		
<b>DATE SIGNED:</b>	02/17/2017		
<b>Total Attachments: 3</b>			
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TRADEMARK

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of Feb 16, 2017 (the "Effective Date"), by and between Pathfinder Payment Solutions, Inc. a Maryland corporation located and doing business at 9693-A Leesville Ln, Columbia, MD ("Assignor") and Direct Connect Merchant Services, LLC, a Florida limited liability company located and doing business at 3901 Centerview Dr, Suite W, Chantilly, VA ("Assignee"). 21016

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit 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 had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment and to assist Assignee to

record, perfect, register, maintain and enforce its rights in the Marks, including any documentation required to correct Assignor's name in any registrations for the Marks. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of New York without regard to its conflicts of law principles.

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

Pathfinder Payment Solutions, Inc.

Direct Connect Merchant Services, LLC

By: [Signature]  
Name: Paul Sabella  
Title: CFO  
Date: 2/16/2017

By: [Signature]  
Name: Kevin Bates  
Title: CFO  
Date: 2/17/17

State of Maryland  
County of Howard

Personally appeared before me the above-named Paul Sabella, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Pathfinder Payment Solutions, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

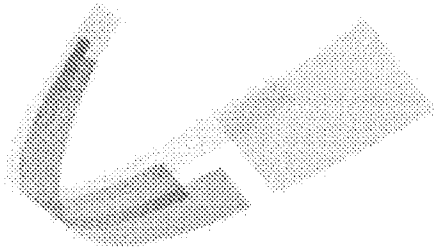
[Signature]  
Notary Public

My commission to expire on 7/10/2018

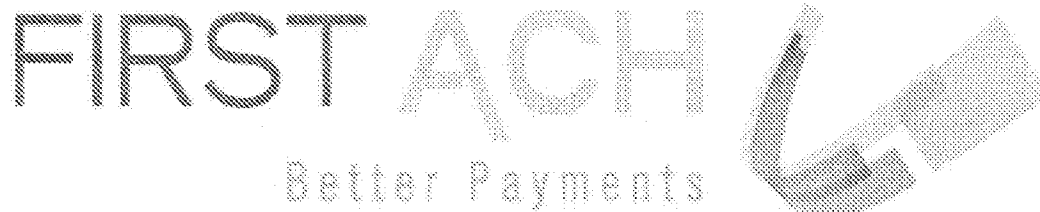
DOROTHY C. PAXTON  
NOTARY PUBLIC  
HOWARD COUNTY, MD  
MY COM. EXPIRES 7/10/2018

EXHIBIT A  
MARKS

U.S. Trademark Registration No. 4537579 for the following service mark, registered May 27, 2014.



U.S. Trademark Registration No. 4537578 for the following service mark, registered May 27, 2014.



U.S. Trademark Registration No. 2968728 for FIRST ACH, registered November 9, 2004.