

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVS Holding Company, Inc.		03/19/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	goMerchant, LLC
Street Address:	201 Main Street, Suite 100
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2676246	GOEMERCHANT.COM
Registration Number:	2692018	BUY-ME BUTTON
Registration Number:	2610877	CYBER CIRCULAR
Registration Number:	2708106	CYBER CIRCULAR

CORRESPONDENCE DATA	
Fax Number:	(817)336-3735
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(817) 336-9333
Email:	pgianni@shannongracey.com
Correspondent Name:	Paul F. Gianni
Address Line 1:	777 Main Street, Suite 3800
Address Line 4:	Fort Worth, TEXAS 76102

NAME OF SUBMITTER:	Paul F. Gianni
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Total Attachments: 5  
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ASSIGNMENT OF TRADEMARKS/SERVICE MARKS

This Assignment of Trademarks/Service Marks, dated as of March 19, 2004 (this "Assignment"), is made by EVS Holding Company, Inc., d/b/a goemerchant.com, a Delaware corporation having a place of business at 523-25 Station Avenue, Haddon Heights, NJ 08035 ("Seller"), and delivered to goEmerchant, LLC, a Delaware limited liability company having a place of business at 201 Main Street, Suite 1000, Fort Worth, Texas 76102 ("Buyer"), pursuant to that certain Asset Purchase Agreement, dated of even date hereof (the "Purchase Agreement"), by and among Buyer, First American Payment Systems, L.P., a Texas limited partnership, Seller, Gary Dvorkin, James Battista, Blue Chip Capital Fund III Limited Partnership, and Apex Venture Holdings, LLC. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, among other things, Seller has sold, and Buyer has purchased, all of the intellectual property of Seller; and

WHEREAS, it is the purpose of this Assignment to memorialize the transfer of Seller's right, title, and interest in, to and under all marks, registered trademarks and service marks, and applications for registration of trademarks and service marks, together with the goodwill associated with the marks, registered trademarks and service marks, and applications for registration of trademarks and service marks, to Buyer.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confessed:

1. Assignment. Seller does sell, assign, transfer, convey and deliver to Buyer, all of Seller's right, title and interest in, to and under all marks, registered trademarks and service marks along with any renewals and extensions that may be granted thereon, and applications for registration of trademarks and service marks of Seller (including, but not limited to, those listed in Exhibit A, attached hereto and made a part hereof) together with the goodwill associated with the marks, registered trademarks and service marks and applications for registration of trademarks and service marks (collectively, the "Marks"), free and clear of all debts, liens, security interests, mortgages, trusts, claims, or other liabilities or encumbrances whatsoever ("Encumbrances"), except for Assumed Liabilities and liens for Taxes not yet due and payable.

2. Right, Title and Interest of Buyer. Such right, title and interest transferred pursuant to Section 1 shall be held and enjoyed by Buyer, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

3. Commissioner of Patents and Trademarks. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Buyer's ownership of the registered Marks and applications for registration of Marks identified in Exhibit A hereto.

## EXECUTION COPY

4. Terms of the Purchase Agreement. This Assignment shall be subject to the terms of the Purchase Agreement. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. Further Assurances. Seller shall execute and deliver to Buyer all such further instruments, assignments, assurances and other documents as Buyer may reasonably request or as may be necessary more fully to assign and convey to and vest in Buyer all rights in and to the Marks.

6. Governing Law; Jurisdiction. This Assignment shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment may be brought against any of the parties in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

7. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[signature page follows]

EXECUTION COPY

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

EVS Holding Company, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer of EVS Holding Company, Inc., a Delaware corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of EVS Holding Company, Inc. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2004.

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Acknowledged and Agreed,  
goEmerchant, LLC

By: James B. Walburg

Name: James B. Walburg

Title: Chief Financial Officer

03-21-04 04:01

ID=

PAS/05

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

EVS Holding Company, Inc.

By: [Signature]  
Name: A. James Battista  
Title: President

STATE OF PA §  
COUNTY OF Delaware §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared A. James Battista, known to me to be the person and officer of EVS Holding Company, Inc., a Delaware corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of EVS Holding Company, Inc. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2004.



Rose M. Ross  
Notary Public, State of PA

NOTARIAL SEAL  
ROSE M. ROSS, Notary Public  
Wilmington, Delaware County  
Commission Expires February 9, 2007

Acknowledged and Agreed,  
goEmerchant, LLC

Sworn to and subscribed before me  
this 21 day of March, 2004.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

## TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Register</u>
GOEMERCHANT.COM	76/126895	2676246	1/21/2003	Principal
BUY-ME BUTTON	76/125628	2692018	3/4/2003	Principal
CYBER CIRCULAR	76/126894	2610877	8/20/2002	Supplemental
CYBER CIRCULAR	76/125869	2708106	4/15/2003	Supplemental