

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM351083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Collateral Agent	FORMERLY The Bank of New York	08/10/2015	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Pay By Touch Payment Solutions, LLC (formerly knows as IPS Solutions, LLC)
Street Address:	101 Second Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2698529	IPAY

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@fenwick.com
Correspondent Name: Stephen R. Garcia, Esq.
Address Line 1: 801 California Street
Address Line 2: Fenwick & West LLP
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24039-0009 IPAY
NAME OF SUBMITTER:	Stephen M. Garcia
SIGNATURE:	/Stephen Garcia/
DATE SIGNED:	08/11/2015

Total Attachments: 18
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IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

ACKNOWLEDGEMENT OF
RELEASE OF SECURITY INTEREST

WHEREAS, Pay By Touch Payment Solutions, LLC, (formerly known as IPS Solutions, LLC; hereinafter "Pay By Touch") granted a security interest in the trademark registrations shown on the attached Exhibit A (the "Trademark Registrations") to The Bank of New York Mellon (formerly known as The Bank of New York) ("BNYM"), a New York banking corporation with offices at 2001 Bryan Street, 10th Floor, Dallas, Texas 75201, as Agent for the benefit of secured parties ("Grantee"), pursuant to a Trademark Security Agreement, dated as of December 19, 2007, and recorded with the United States Patent and Trademark Office ("PTO") on December 19, 2007, Reel/Frame No. 003682/0461;

WHEREAS, on April 21, 2008, the United States Bankruptcy Court for the Central District of California entered an order in Case No. 2:07-20027-TD (*In re Solidus Networks, Inc. d/b/a Pay By Touch a/k/a Pay By Touch Solutions, a Delaware Corporation, et al.*) (i) Authorizing Sale Of Assets Of Pay By Touch Payment Solutions LLC, Free And Clear Of Liens, Claims And Encumbrances, (ii) Authorizing The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases in connection therewith, (iii) Exempting Such Sale And Assignment From Stamp Tax Or Similar Tax, and (iv) Granting Related Relief (the "Sales Order"). See attached Exhibit B;

WHEREAS, the Sales Order extinguished the security interest in the Trademark Registrations and, pursuant thereto, the Trademark Registrations were sold free and clear of the security interest, and BNYM, as Collateral Agent, wishes to acknowledge the same;

NOW THEREFORE, BNYM, as Collateral Agent, acknowledges that the Sales Order extinguished, terminated, and released its security interest in the Trademark Registrations.

IN WITNESS WHEREOF, BNYM, as Collateral Agent, duly executes this Acknowledgement of Release of Security Interest.

Date: August 10, 2015

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New
York), as Collateral Agent

By: [Signature]

Name: Michael A. Sciorra

Title: Vice President

Exhibit A

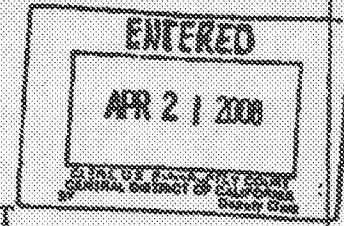
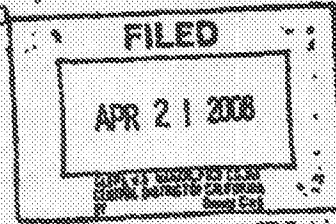
NAME	COUNTRY OF FILING	APPLICATION TYPE	REG. NUMBER	REG. DATE
IPAY	France	Registered Trademark	53374171	8/17/2001
IPAY	Germany	Trademark Application	36515033	2/28/2006
IPAY	Spain	Registered Trademark	2654782	1/3/2006
IPAY	Germany	Trademark Application	N/A	N/A
IPAY & Design	Japan	Registered Trademark	4656003	3/20/2003
IPAY & Design	European Council	Registered Trademark	183520-0001	5/27/2004
IPAY INTERNET BILLING COMPANY & Design	European Council	Registered Trademark	2352694	6/20/2003
IPAY Stylized	Japan	Registered Trademark	4700633	8/13/2003
IPAY	United States	Registered Trademark	2698329	3/18/2003
IPAY INTERNET BILLING COMPANY & Design	United States	Registered Trademark	2698327	3/18/2003
IPAY.COM	United States	Registered Trademark	2698328	3/18/2003
NEXGEN	United States	Registered Trademark	2906213	11/30/2004
NEXGEN & Design	United States	Registered Trademark	2906212	11/30/2004

EXHIBIT B

ORIGINAL

1 HENNIGAN, BENNETT & DORMAN LLP
2 BRUCE BENNETT (Cal. Bar No. 105430)
3 JAMES O. JOHNSTON (Cal. Bar No. 167330)
4 JOSHUA M. MESTER (Cal. Bar No. 194783)
5 LANCE MILLER (Cal. Bar No. 241905)
6 865 South Figueroa Street, Suite 2900
7 Los Angeles, California 90017
8 Telephone: (213) 694-1200
9 Fax: (213) 694-1334

10 *Reorganization Counsel for*
11 *Debtors and Debtors in Possession*



12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 LOS ANGELES DIVISION

15 *In re*

15 Case No. 2:07-20027-TD

16 SOLIDUS NETWORKS, INC., d/b/a
17 PAY BY TOUCH, a/k/a PAY BY
18 TOUCH SOLUTIONS, a Delaware
19 Corporation, et al.

16 CHAPTER 11

17 (Jointly Administered)

18 *Debtors.*

19 **[PROPOSED] ORDER (I) AUTHORIZING SALE OF**
20 **ASSETS OF PAY BY TOUCH PAYMENT**
21 **SOLUTIONS, LLC FREE AND CLEAR OF LIENS,**
22 **CLAIMS, AND ENCUMBRANCES,**
23 **(II) AUTHORIZING THE ASSUMPTION AND**
24 **ASSIGNMENT OF CERTAIN EXECUTORY**
25 **CONTRACTS AND UNEXPIRED LEASES IN**
26 **CONNECTION THEREWITH, (III) EXEMPTING**
27 **SUCH SALE AND ASSIGNMENT FROM ANY**
28 **STAMP TAX OR SIMILAR TAX AND**
(IV) GRANTING RELATED RELIEF

Hearing

Date: April 21, 2008
Time: 11:00 a.m.
Place: 255 East Temple Street
Courtroom 1345
Los Angeles, CA 90012

The Debtors include the following entities: Solidus Networks, Inc., d/b/a Pay By Touch, a/k/a Pay By Touch Solutions, a/k/a BluPay, Pay By Touch Payment Solutions, LLC, a/k/a EPX, a/k/a Payment Acquisition Corporation, a/k/a InterCapt Payment Solutions, LLC, a/k/a SPS Payments, LLC, a/k/a SPS Solutions, LLC, a/k/a iPay, a/k/a Pay By Touch Solidus Merchant Services, Pay By Touch Processing, Inc., a/k/a CSSI Acquisition Corporation, a/k/a Card Systems Solutions, Inc., Pay By Touch Check Cashing, Inc., Check Elect, Inc., Seven Acquisition Sub, LLC, a/k/a Seventh Street Software, Pay by Touch Checking Resources, Inc., Indivox Corporation, a/k/a Smart Touch, Inc., a/k/a Venistar Corporation, a/k/a Indivox Acquisition Corporation, CardSystems Payment Solutions, LLC, Maverick Institutional Services, Inc., and ATM/D Acquisition Corporation, a/k/a ATM/D Direct, a/k/a ATM Online, Inc.

672713

TRADEMARK

REEL: 005600 FRAME: 0088

1 This matter coming before the Court on the "Motion For Order (I) Authorizing Sale Of
2 Assets Of Pay By Touch Payment Solutions LLC And Pay By Touch Payments, Inc. Free And Clear
3 Of Liens, Claims, And Encumbrances, (II) Authorizing The Assumption And Assignment Of
4 Certain Executory Contracts And Unexpired Leases In Connection Therewith, (III) Exempting Such
5 Sale And Assignment From Any Stamp Tax Or Similar Tax And (IV) Granting Related Relief" as
6 amended by that certain "Second Amendment to Motion For Order (I) Authorizing Sale Of Assets
7 Of Pay By Touch Payment Solutions LLC And Pay By Touch Payments, Inc. Free And Clear Of
8 Liens, Claims, And Encumbrances, (II) Authorizing The Assumption And Assignment Of Certain
9 Executory Contracts And Unexpired Leases In Connection Therewith, (III) Exempting Such Sale
10 And Assignment From Any Stamp Tax Or Similar Tax And (IV) Granting Related Relief" (as
11 amended, the "Motion"), filed by Solidus Networks, Inc., d/b/a Pay By Touch, a/k/a Pay By Touch
12 Solutions and its affiliated debtors and debtors in possession (collectively, the "Debtors");² and

13 The Court, having considered the Motion, the exhibits attached thereto, the declarations
14 submitted in support of the Motion, the arguments of counsel, and the objections filed to the Motion,
15 and

16 NOW, THEREFORE, after due deliberation and good cause appearing therefor;

17 IT IS HEREBY FOUND AND DETERMINED THAT:³

18 A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C.
19 §§ 157 and 1334.

20 B. Determination of the Motion is a core proceeding under 28 U. S. C. §§ 157(b)(2)(A),
21 (D), (N), and (O). The statutory predicates for the relief requested in the Motion are sections 105,
22 363, 365 and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

23 C. Proper, timely, adequate, and sufficient notice of the Motion, and of the proposed
24 relief described therein, was given by the Debtors and such notice was reasonable and appropriate

26 ² Capitalized terms not otherwise defined in this Order have the meanings given to them in the
27 Motion or, if not therein defined, in the APA (as hereinafter defined).

28 ³ When appropriate herein, findings of fact shall be construed as conclusions of law, and
conclusions of law shall be construed as findings of fact. See Bankruptcy Rule 7052.

1 under the circumstances and comports in all regards with the requirements of due process,
2 section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and the "Order (I)
3 Approving Bidding Procedures In Connection With Sale Of Assets Of Pay By Touch Payment
4 Solutions LLC And Pay By Touch Payments, Inc., (II) Approving The Form And Manner Of
5 Notice, (III) Scheduling Auction And Sale Hearing, And (IV) Approving Procedures For
6 Determining Cure Amounts," entered February 7, 2008, (the "Bidding Procedures Order").

7 D. The Basic Notice, Contract Counterparty Notice, and the Publication Notice, having
8 been provided in accordance with the Bidding Procedures Order and the proofs of service and
9 publication filed by the Debtors, and the "Notice Of Second Amendment And Second Amendment
10 To Motion For Order (I) Authorizing Sale Of Assets Of Pay By Touch Payment Solutions LLC And
11 Pay By Touch Payments, Inc. Free And Clear Of Liens, Claims, And Encumbrances,
12 (II) Authorizing The Assumption And Assignment Of Certain Executory Contracts And Unexpired
13 Leases In Connection Therewith, (III) Exempting Such Sale And Assignment From Any Stamp Tax
14 Or Similar Tax And (IV) Granting Related Relief" (the "Second Amendment"), "Supplemental
15 Declaration of Thomas Lumsden", and the "Declaration of Seth Asofsky", having been filed and
16 served, no other or further notice of the foregoing or of the entry of this order is required. Proper,
17 timely, adequate and sufficient notice of the Motion, the relief described and sought therein, and the
18 hearing thereon has been provided.

19 E. As described in the Motion, the Debtors have taken commercially reasonable steps to
20 communicate to the applicable market that the Acquired Assets were available for sale and to
21 facilitate and encourage commercially reasonable expressions of interest in the Acquired Assets. As
22 a consequence, the Debtors fully and adequately have marketed the Acquired Assets.

23 F. The sale of the Acquired Assets was conducted substantially in accordance with the
24 procedures approved pursuant to the Bidding Procedures Order, which procedures provided an
25 opportunity for competitive bidding, thereby maximizing the value to be obtained for the Acquired
26 Assets. The marketing conducted by the Debtors fully exposed the assets to be sold to the
27 marketplace and was fair and reasonable under the circumstances.

28

1 G. The Debtors have all requisite corporate power and authority necessary to enter into
2 the Asset Sale and Purchase Agreement between Pay By Touch Payment Solutions, LLC ("PBT
3 Payment Solutions"), Solidus, and Planet Payment, Inc. ("Planet") dated April 4, 2008 in the form
4 attached to the Second Amendment (the "APA") and all other documents contemplated thereby, and
5 the transactions provided for in the APA have been duly and validly authorized by all necessary
6 corporate action of the Debtors. The Debtors have all the corporate power and authority necessary
7 to consummate the transactions contemplated by the APA, and no consents or approvals other than
8 those expressly provided for in the APA are required for the Debtors to consummate such
9 transactions.

10 H. The Debtors' execution and delivery of the APA, and the consummation of the
11 transactions contemplated thereby, including the provisions thereof with respect to: (i) the
12 conveyance and assignment of the Acquired Assets free and clear of liens; and (ii) the sale,
13 assumption and assignment, and assignment of the Assigned Contracts, reflect the exercise of the
14 Debtors' sound business judgment, are proper exercises of the Debtors' fiduciary duties, are fair and
15 reasonable, and are in the best interests of the Debtors, their creditors, and their estates. The total
16 consideration to be realized by the Debtors under the APA represents fair consideration and
17 reasonably equivalent value in the context of any state or federal law governing the rights of
18 creditors. As a result, there exists good and sufficient business justification to consummate the
19 transactions contemplated by the APA pursuant to sections 105, 363 and 365 of the Bankruptcy
20 Code.

21 I. The transactions contemplated under the APA pursuant to section 363 and 365 of the
22 Bankruptcy Code are exempt from all state laws protecting the rights of creditors, including, without
23 limitation, state fraudulent transfer, fraudulent conveyance, preference, and bulk sale laws.

24 J. The conveyance and assignment of the Acquired Assets pursuant to the APA will be
25 a legal, valid, and effective transfer of the Acquired Assets to Planet, and will vest Planet with all
26 right, title and interest of the Debtors in and to the Acquired Assets free and clear of all mortgages,
27 deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens
28 (including without limitation, all liens of the Debtors' lenders in the Acquired Assets), "Claims" (as

1 defined under section 101(5) of the Bankruptcy Code), judgments, demands, encumbrances,
2 constructive or resulting trusts, or other encumbrances or charges of any kind or nature, if any,
3 including but not limited to any restriction on the use, voting, transfer, receipt of income, or other
4 exercise of any attributes of ownership pursuant to section 363(f) of the Bankruptcy Code
5 (collectively, "Liens" and the persons holding such alleged Liens, including without limitation the
6 holders of the alleged Liens identified on Exhibit A hereto, the "Lienholders"). The sale of the
7 Acquired Assets free and clear of all Liens is appropriate under section 363(f) in that (a) the
8 Lienholders have consented (or by their failure to object to the sale are deemed to have consented)
9 to the transfer of the Acquired Assets free and clear of their respective prepetition and postpetition
10 Liens pursuant to section 363(f)(2) of the Bankruptcy Code; and/or (b) such Lienholder could be
11 compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest and
12 such alleged Lien will attach to the proceeds of the sale of the Acquired Assets in the same right,
13 validity and priority as existed prior to the sale, thereby allowing the Acquired Assets to be sold free
14 and clear of such Lien pursuant to section 363(f)(5). As a result, all holders of any Liens shall be
15 forever barred from asserting their Liens or any Claims against Planet, its nominees, designees,
16 successors and assigns, and the Acquired Assets.

17 K. The failure to sell the Acquired Assets free and clear of Liens and Claims would
18 impact adversely on Debtors' bankruptcy estates. Any attempt to sell the Acquired Assets other
19 than free and clear of Liens and Claims would be of substantially less benefit to the Debtors' estates.

20 L. With respect to the Assigned Contracts on Amended Exhibit B to the Motion in the
21 form attached to the "Submission Of Amended Exhibit B To Second Amendment To Motion For
22 Order (I) Authorizing Sale Of Assets Of Pay By Touch Payment Solutions LLC And Pay By Touch
23 Payments, Inc. Free And Clear Of Liens, Claims, And Encumbrances, (II) Authorizing The
24 Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases In Connection
25 Therewith, (III) Exempting Such Sale And Assignment From Any Stamp Tax Or Similar Tax And
26 (IV) Granting Related Relief" filed by the Debtors on April 21, 2008 ("Amended Exhibit B"), all
27 objections to the sale, assumption and assignment, or assignment, of the Assigned Contracts, all
28 such preexisting defaults, if any, other than the defaults recognized and agreed to by the Debtors as

1 set forth on Amended Exhibit B hereto, which defaults are to be cured by Planet on or after the
2 Closing Date under the APA, are deemed (i) waived by virtue of the failure of a party in interest to
3 file an objection to the proposed sale, assumption and assignment, or assignment, or to establish any
4 cure amount due under sections 365(b)(A)(1) and (2) of the Bankruptcy Code with respect to the
5 Assigned Contracts listed on Amended Exhibit B, (ii) resolved as set forth on the record, or
6 (iii) overruled as set forth on the record and, upon the Closing Date, the other parties to such
7 Assigned Contracts shall be estopped to raise and shall not assert any alleged uncured defaults under
8 any Assigned Contract related to the Debtors' performance thereunder prior to the Closing. Any
9 party that may have had the right to consent to the assignment of its Assigned Contract is deemed to
10 have consented to such assignment as required by section 365(e)(2)(A)(ii) of the Bankruptcy Code
11 by its failure to object to the sale, assumption and assignment, or assignment and/or the Cure
12 Amounts proposed by the Debtors to be paid at Closing.

13 M. The transfers to be made in connection with the APA are integral to, and are made in
14 contemplation of, a plan or plans of reorganization that may be filed and confirmed by under section
15 1129 of the Bankruptcy Code, and thus should not be subject to law imposing a stamp tax, transfer
16 fee, or similar tax pursuant to section 1146(c) of the Bankruptcy Code.

17 N. Planet's undertaking to fulfill future performance obligations under the Assigned
18 Contracts is found to be adequate assurance of future performance under section 365(f)(2)(B) of the
19 Bankruptcy Code.

20 O. The APA was negotiated, proposed, and entered into by the parties without collusion,
21 in good faith, and from arm's-length bargaining positions. Planet is not an "insider" of the Debtors
22 within the meaning of section 101(31) of the Bankruptcy Code, and Planet is unrelated to the
23 Debtors in that there is no substantial similarity between or among the ultimate shareholders of the
24 Debtors and Planet. As a result, upon consummation of the transactions contemplated by the APA,
25 Planet will be a purchaser in "good faith" within the meaning of section 363(m) of the Bankruptcy
26 Code, and, as such, is entitled to the protections afforded thereby. Neither the Debtors nor Planet
27 has engaged in any conduct that would cause or permit the APA, or the transfers contemplated
28 thereby, to be avoided under Bankruptcy Code section 363(n). If the Debtors consummate the

1 transactions contemplated by the APA absent a stay pending appeal of this Order, the reversal or
2 modification on appeal of this Order shall not affect the validity of the contemplated transactions.

3 P. All objections to the approval of the APA, or to the transactions contemplated
4 thereby, have been withdrawn, resolved or overruled.

5 **NOW, THEREFORE, IT HEREBY IS ORDERED THAT:**

6 1. The Motion is GRANTED.

7 2. All objections to the Motion and to the sale of assets to Planet are overruled on the
8 merits to the extent not resolved by the provisions of this Order.

9 3. The terms and conditions of, and the transactions contemplated by, the APA are
10 hereby authorized and approved in all respects; and, pursuant to sections 105, 363 and 365 of the
11 Bankruptcy Code, the Debtors hereby are fully authorized and empowered to, without further
12 corporate authorization or action, (a) execute, deliver, perform under, consummate, and implement
13 the APA on substantially the terms and conditions set forth in the agreement attached to the Second
14 Amendment, (b) execute all additional instruments and documents that may be reasonably necessary
15 or desirable to implement the APA and the transactions contemplated thereby, (c) take all further
16 actions as may be necessary or appropriate for the purpose of assigning, transferring, granting or
17 conveying the Debtors' interest in the Acquired Assets to Planet as contemplated by the APA, and
18 (d) take such other and further steps as are contemplated thereby to fulfill the Debtors' obligations
19 thereunder or as may be necessary to effectuate the terms of this Order. The Chief Restructuring
20 Officer of the Debtors (or any other officer of the Debtors so designated by the Chief Restructuring
21 Officer) is authorized to execute and deliver the APA and any other documents appropriate to
22 consummate the transactions provided for in the APA, without any further corporate authorization or
23 action.

24 4. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and Bankruptcy
25 Rule 6004, upon the Closing of the APA, the Acquired Assets, including without limitation, all of
26 the Debtors' right, title and interest (including common law rights) to all of their intangible property
27 specified in the APA shall be sold, transferred, and assigned to Planet free and clear of all Liens and
28 Claims, including, without limitation, the Liens and Claims of the Debtors' lenders and the parties

1 identified on Exhibit A hereto. The proceeds of the sale, less expenditures made by any Seller or the
2 Debtors to fund the business and operations of PBT Payment Solutions and Pay By Touch
3 Processing, Inc. after February 29, 2008, net of any revenues during such period (such net
4 expenditures not to exceed \$350,000 in the aggregate, including without limitation all expenditures
5 made pursuant to the "Order (I) Authorizing Sale Of Substantially All Of The Assets Of The
6 Debtors' Core Business Operations Free And Clear of Liens, Claims And Encumbrances;
7 (II) Exempting Such Sale And Assignment From Any Stamp Tax Or Similar Tax, And (III) Granted
8 Related Relief," entered March 28, 2008), first shall be used to satisfy any outstanding "Postpetition
9 Obligations" as defined in and required by this Court's "Final Order (I) Authorizing Debtors To
10 Obtain Postpetition Financing Pursuant To Sections 363 And 364 Of The Bankruptcy Code, (II)
11 Granting Liens And Superpriority Claims To Postpetition Lenders Pursuant To Section 364 Of The
12 Bankruptcy Code, (III) Authorizing Use Of Cash Collateral Pursuant To Section 363 Of The
13 Bankruptcy Code And (IV) Providing Adequate Protection To Prepetition Lenders And Gap Period
14 Lenders Pursuant To Sections 361, 362, 363 And 364 Of The Bankruptcy Code" [docket # 246] (the
15 "DIP Order"), which approved the "Senior Secured Superpriority Debtor In Possession Credit and
16 Guaranty Agreement" governing the Debtors' postpetition financing, next as set forth in paragraph
17 39 of the DIP Order, and thereafter any remaining proceeds shall be held in a segregated account
18 with any valid, unavoidable, and enforceable Liens and security interests existing on the Acquired
19 Assets as of the date of the closing, if any, to attach to such account with the same extent, validity
20 and priority as such interests are now attached to any of the Acquired Assets; provided, however,
21 that all such Liens shall be subject to the rights, Claims, defenses, and objections, if any, of the
22 Debtors and all interested parties, except as limited by the DIP Order.

23 5. Each and every federal, state and local governmental agency or department is hereby
24 directed to accept any and all documents and instruments necessary and appropriate to consummate
25 the transactions contemplated by the APA. A certified copy of this Order shall be accepted by any
26 federal, state or local recording or filing authority as evidence of the discharge of all Liens and
27 Claims against the Acquired Assets.

1 6. As a result of the foregoing, all persons or entities, including any Governmental Unit,
2 holding any Liens against the Acquired Assets or asserting any Claims against the Debtors are
3 forever barred and estopped from asserting any such Liens or Claims against Planet (including,
4 without limitation, Planet's officers, directors, employees and agents), the Acquired Assets, or any
5 other assets of Planet, except with respect to Assumed Liabilities under the APA. This Court shall
6 retain exclusive jurisdiction to enforce this Order to bar the enforcement or assertion of any Liens or
7 Claims against Planet or the Acquired Assets.

8 7. On and after the Closing Date and in accordance with the terms of the APA, the
9 holders of Claims and Liens are directed to execute such documents and take all other actions as
10 may be reasonably necessary to terminate and expunge such Liens and Claims against the Acquired
11 Assets as such Claims or Liens may have been recorded or may otherwise exist. To the extent that
12 any holder of Claims or Liens refuse to execute such documents as may be necessary to terminate
13 and expunge any Liens and Claims against the Acquired Assets, the Debtors and Planet are
14 authorized to take such actions, including without limitation, filing UCC-3 Termination Statements
15 in the names of the secured creditors to release any Lien on the Acquired Assets. Any person
16 having custody, control or possession of any of the Acquired Assets as of the Closing Date shall
17 deliver such custody, control and possession of such Acquired Assets to Planet or at Planet's
18 direction.

19 8. Notwithstanding the preceding paragraph, this Order is and shall be effective as a
20 determination that, on the Closing Date and upon consummation of the Closing, all Liens and
21 Claims existing with regard to the Acquired Assets prior to the Closing have been unconditionally
22 released, discharged and terminated as charges against the Acquired Assets and/or Planet.

23 9. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy
24 Rule 6004 and 6006, and in accordance with the APA, the Debtors are hereby authorized at Closing
25 to sell, assume and assign to Planet the Assigned Contracts and to pay from the proceeds of sale the
26 amounts set forth on Amended Exhibit B in full and complete satisfaction of the requirements of
27 Bankruptcy Code sections 365(b)(1)(A) and (B). Effective as of the Closing Date, and upon
28 Planet's payment of the cure amounts as set forth on Amended Exhibit B with respect to the

1 Assigned Contracts that are assumed and assigned, the Assigned Contracts shall be, and are (a) in
2 full force and effect, with no defaults thereunder that need to be cured in connection with any
3 assumption and assignment by the Debtors, and (b) valid, binding, and enforceable in accordance
4 with their terms upon assignment to Planet, notwithstanding any provision in any such Assigned
5 Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy
6 Code) that prohibits, restricts or conditions such assignment or transfer. Upon consummation of
7 such assignments and payment of the cure amounts required by this Order, pursuant to section
8 365(k) of the Bankruptcy Code, the Debtors and their estates shall have no further liability for any
9 breach of, or any other obligations arising under the Assigned Contracts. The foregoing sale,
10 assumption and assignment, or assignment of the Assigned Contracts shall occur and be effective
11 only upon Closing.

12 10. The consideration provided by Planet for the Acquired Assets under the APA
13 constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under
14 the laws of the United States, any state, territory or the District of Columbia.

15 11. Each non-Debtor party to any Assigned Contract is hereby forever barred, estopped
16 and permanently enjoined from asserting against Planet any counterclaim, defense, setoff or other
17 claim asserted or capable of assertion against any of the Debtors.

18 12. The failure specifically to include any particular provisions of the APA in this Order
19 shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the
20 APA be approved in its entirety.

21 13. The APA and any related agreements, documents, or other instruments may be
22 modified, amended, or supplemented by the parties thereto in accordance with the terms thereof
23 without further order of the Court, provided that any such modification, amendment, or supplement
24 is not material.

25 14. The APA, all transactions contemplated thereby, and this Order shall be binding upon
26 any successors in interest, including without limitation any chapter 11 trustee, chapter 7 trustee or
27 other responsible officer appointed for any of the parties thereto.
28

1 15. Planet is hereby granted the benefits and protections of section 363(m) of the
2 Bankruptcy Code, as a good faith purchaser and assignee, in connection with all the Acquired
3 Assets, including the Assigned Contracts. No portion of the Acquired Assets, including any of the
4 Assigned Contracts to be sold, assumed and assigned, or assigned pursuant to the APA, shall be
5 severable for mootness or any other purpose from any other portion of the Acquired Assets, and the
6 sale of the Acquired Assets shall constitute but one nonseverable transaction under section 363 of
7 the Bankruptcy Code.

8 16. This Court hereafter shall and does retain exclusive jurisdiction: (a) to interpret,
9 construe, enforce and implement the terms and provisions of the APA and this Order, all
10 amendments thereto, any waivers and consents thereunder, each of the agreements executed in
11 connection therewith, and any and all disputes that may arise under the APA or this Order as
12 between the Debtors and Planet; (b) to hear and determine any and all disputes between the Debtors
13 and/or Planet, as the case may be, and any third parties relating to the APA or any of the Assigned
14 Contracts, concerning inter alia, the Debtors' assignment thereof to Planet under the APA; (c)
15 compel delivery and payment of the consideration provided for under the APA; (d) resolve any
16 disputes, controversies or Claims arising out of or relating to the APA; and (e) interpret, implement,
17 and enforce the provisions of this Order; provided, however, that in the event that this Court abstains
18 from exercising or declines to exercise jurisdiction with respect to any matter provided for in this
19 clause, or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect
20 upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having
21 competent jurisdiction with respect to any such matter.

22 17. The transfer of the Acquired Assets to Planet is not subject to taxation under any state
23 or local law imposing a stamp, transfer or similar tax in accordance with sections 1146(c) and 105(a)
24 of the Bankruptcy Code.

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18. This Order shall be effective immediately upon its entry, and the 10-day stay provisions included in Bankruptcy Rule 6004(g) and 6006(d) are hereby waived.

Dated: April 21 2008


THE HONORABLE THOMAS B. DONOVAN
UNITED STATES BANKRUPTCY JUDGE

HARRISON, BERRY & SORIANO LLP
100 WALL ST. 10TH FL.
NEW YORK, NY 10038

EXHIBIT A

(Potential holders of liens or interests in the Acquired Assets)

Nothing herein shall be deemed to be an admission of the existence, validity, priority, perfection or extent of any interest that any of the parties included on this Exhibit A may have in the Acquired Assets.

1800 West Loop Tower Assoc.
The New England
1800 West Loop
Houston, TX 77027

Bank of New York, as Collateral Agent
600 E. Colinas Blvd, Suite 1300
Irving, TX 75039

Bank One, Texas N.A.
6025 Eastex Frwy.
Beaumont, TX 77706

CCI / Triad Corporation
6207 Bee Caves Road
Austin, TX 78746

CIB Bank
900 East Higgins Road
Elk Grove Village, IL 60007

Dell Financial Services, LP
14050 Summit Drive, Bldg. A, Suite 101
Austin, TX 78738

Denarius Touch, LLC (Bank of New York
as Collateral Agent)
c/o Farallon Capital Management, LLC
One Maritime Plaza, Suite 1325
San Francisco, CA 94111

Derace Shaffer
c/o the IDE Group
2273 South Clinton Avenue
Rochester, NY 14618

Family Bank & Trust Co.
10360 South Roberts Road
Palos Hills, IL 55416

First Interstate BK OR, East PTLD BR
612 SE Morrison St, Box 14809
Portland, OR 97214

First National Bank
PO Box 85625 (LA#90-59)
San Diego, CA 92186

First USA Merchant Services, Inc
1601 Elm Street, 6th Floor
Dallas, TX 75201

Greg Brady
4055 Valley View Lane, Suite 400
Dallas, TX 75244

Highbridge International, LLC (Bank of
New York as Collateral Agent)
c/o Highbridge Capital Management, LLC
9 West 57th Street, 27th Floor
New York, NY 10019

International Card & Cash Exchanges, Inc.
5450 South Lake Shore, Suite 102
Tempe, AZ 85283

John Pappajohn, as Collateral Agent for
Holders of 6% Convertible Notes
2116 Financial Center
Des Moines, IA 50309

TRADEMARK

REEL: 005600 FRAME: 0100

Kenneth R. Maliga
7207 Oakbluff Drive
Dallas, TX 75204

Leasing One Corporation
PO Box 309
Frankfort, KY 40601

M & I First National LC
161 W. Wisconsin
Milwaukee, WI 53201

Matsushita Electric Corp. of America
1055 Westlakes Drive
Berwyn, PA 19312

Michael R. Love
PO Box 669
Marble Falls, TX 78654

Mt. Vernon Investments, LLC
5956 Sherry Lane, Suite 1350
Dallas, TX 75225

NCR Corporation
1700 South Patterson Blvd.
Dayton, OH 45479

OZ Master Fund, Ltd. (Bank of New York
as Collateral Agent)
9 West 57th Street, 39th Floor
New York, NY 10019

Paymentech Merchant Services, Inc.
1601 Elm Street, 6th Floor
Dallas, TX 75201

Plainfield Direct West III, LLC (Bank of
New York as Collateral Agent)
c/o Plainfield Asset Management
411 West Putnam Avenue, Suite 340
Greenwich, CT 06830

Sunrise International Leasing Corp
5500 Wayzata Blvd, Suite 725
Golden Valley, MN 55416

The CIT Group / Equipment Financing Inc.
900 Ashwood Parkway
Atlanta, GA 30338

The Herring National Bank
PO Box 50488
Amarillo, TX 79159

Tidel Engineering, Inc.
2310 McDaniel Drive
Carrollton, TX 75006

US Bancorp
5500 Wayzata Blvd, Suite 725
Golden Valley, MN 55416

Wells Fargo Bank
177 Park Center Plaza
San Jose, CA 95113

Whorl LLC (formerly BioPsy LLC)
c/o Cohen Mohr LLP
1420 Beverly Road, Suite 380
McLean, VA 22101

NOTE TO USERS OF THIS FORM:

Physically attach this form as the last page of the proposed Order or Judgment.
Do not file this form as a separate document.

In re SOLIDUS NETWORKS, INC.	Debtor	CHAPTER 11 CASE NUMBER 07-20027-TD
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(a)(1)(E), that a judgment or order entitled (specify): [PROPOSED] ORDER (I) AUTHORIZING SALE OF ASSETS OF PAY BY TOUCH PAYMENT SOLUTIONS, LLC FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, (III) EXEMPTING SUCH SALE AND ASSIGNMENT FROM ANY STAMP TAX OR SIMILAR TAX AND (IV) GRANTING RELATED RELIEF

was entered on (specify date):

4/21/08

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date):

4/21/08

Dated:

4/21/08

JON D. CERETTO
Clerk of the Bankruptcy Court

By:


Deputy Clerk

SERVICE LIST

United States Trustee
725 South Figueroa Street, 26th Floor
Los Angeles, CA 90017

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Sutman Treister & Glatt
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*Counsel to Peoplesbank, a Codorus Valley
Company*

TRADEMARK