

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Springbok Services, Inc.		09/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Processing Solutions, LLC
<b>Street Address:</b>	38 Fountain Square Plaza
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	77020524	EMPLOYEE GIFT GIVING MADE EASY
Serial Number:	77329055	PEP
Serial Number:	77329060	PREPAID ENTERPRISE PLATFORM
Serial Number:	77514800	SPRINGBOARD
Serial Number:	77533479	ASCEND
Serial Number:	77548442	SPRINGBOK
Serial Number:	77548445	SPRINGBOK
Serial Number:	77653888	ENPAY
Serial Number:	77653895	ENPAY
Serial Number:	77653900	EZSPEND
Registration Number:	3464161	SPRINGBOK SERVICES
Registration Number:	3410601	SPRINGBOK SERVICES
Registration Number:	3299622	SPRINGBOK
Registration Number:	3299623	SPRINGBOK

OP \$365.00 77020524

CORRESPONDENCE DATA

Fax Number: (215)981-4750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.981.4194  
Email: kennedyp@pepperlaw.com  
Correspondent Name: Paul J. Kennedy  
Address Line 1: Eighteenth & Arch Streets  
Address Line 2: 3000 Two Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	136882.4
NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	10/19/2010

Total Attachments: 11  
source=Fifth Third Processing\_IP Assignment - Trademarks#page1.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page2.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page3.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page4.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page5.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page6.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page7.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page8.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page9.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page10.tif  
source=Fifth Third Processing\_IP Assignment - Trademarks#page11.tif

# INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated September 21, 2010, is entered into by and among Springbok Services, Inc., a Delaware corporation ("Springbok"), and Fifth Third Processing Solutions LLC, a Delaware limited liability company ("FTPS"), and (each being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Springbok filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 1101 et seq., commencing Petition No. 10-25285-HRT in the United States Bankruptcy Court for the District of Colorado;

WHEREAS, pursuant to the Asset Purchase Agreement dated September 2, 2010, as amended by that certain First Amendment to Asset Purchase Agreement by and among Springbok and FTPS (the "Purchase Agreement"), Springbok has agreed to sell, convey, assign, transfer and deliver to FTPS the entire right, title and interest in and to certain intellectual property rights owned by Springbok relating to its processing platform (the "Processing Assets"); and

WHEREAS, on September 17, 2010, the Approval Order (as defined in the Purchase Agreement) was entered approving the sale of the Processing Assets to FTPS pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

## DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all copyrights and maskwork rights owned by Springbok, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any Software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing, in each case that relate to the Processing Assets, including without limitation, the registrations, applications and unregistered copyrights set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights, and Trade Secrets.

"Patents" means all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by Springbok, including, without limitation, reissues, patents of addition, continuations,

TRADEMARK 

REEL: 004298 FRAME: 0680

continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, patent disclosures and inventions, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, or sharing a common claim of priority with any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B.

“Trademarks” means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing, foreign versions of the foregoing whether protected, created or arising under the laws of any applicable jurisdiction and owned by Springbok, together with all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

“Trade Secrets” means all rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of any applicable jurisdiction, in each case owned or licensed by Springbok and used in connection with the business of Springbok.

## COPYRIGHTS

1. Springbok hereby sells, conveys, assigns, transfers and delivers to FTPS, free and clear of all liens, all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in FTPS' sole name.

2. Springbok shall cooperate with FTPS in any action FTPS reasonably requests that Springbok take, in order to effectuate, carry out, or fulfill the Parties' intent and/or Springbok's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in FTPS' sole discretion, to consolidate, confirm, vest and/or record FTPS' full and complete ownership of the Copyrights with, for example, applicable Copyright Offices.

## TRADEMARKS

3. Springbok hereby sells, conveys, assigns, transfers and delivers to FTPS, free and clear of all liens, all right, title and interest in and to the Trademarks, together with the goodwill

of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in FTPS' sole name.

4. Springbok shall cooperate with FTPS in any action FTPS reasonably requests that Springbok take, in order to effectuate, carry out, or fulfill the Parties' intent and/or Springbok's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in FTPS' sole discretion, to consolidate, confirm, vest and/or record FTPS' full and complete ownership of the Trademarks with, for example, applicable Trademark Offices or with domain name registrars.

### PATENTS

5. Springbok hereby sells, conveys, assigns, transfers and delivers to FTPS, free and clear of all liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in FTPS' sole name.

6. Springbok shall cooperate with FTPS in any action FTPS reasonably requests that Springbok take, in order to effectuate, carry out, or fulfill the Parties' intent and/or Springbok's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in FTPS' sole discretion, to consolidate, confirm, vest and/or record FTPS' full and complete ownership of the Patents with, for example, applicable Patent Offices.

### TRADE SECRETS

7. Springbok hereby sells, conveys, assigns, transfers and delivers to FTPS, free and clear of all liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in FTPS' sole name.

8. Springbok agrees that, if applicable, Springbok will reasonably assist FTPS in acquiring and maintaining any available protections for, and confirming FTPS' title to, the Trade Secrets.

### GENERAL

9. Entire Agreement. This Assignment contains the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and assigns.

11. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of Delaware without regard to principles of conflicts of law.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.


*(remainder of page intentionally left blank)*

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

**FIFTH THIRD PROCESSING SOLUTIONS LLC**

**SPRINGBOK SERVICES, INC.**

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

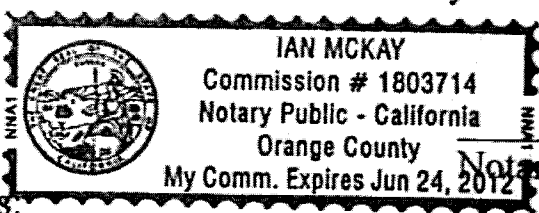
By:   
Name: James A. Skelton  
Title: Chief Restructuring Officer

STATE OF California )  
 )  
COUNTY OF Orange )

SS:

On this, the 21<sup>st</sup> day of September, 2010, before me, a Notary Public, the undersigned officer, personally appeared James A. Skelton who acknowledged himself/herself to be the CRO of Springbok Services, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*[Handwritten signature of Ian McKay]*

My commission expires:  
June 24, 2012

\_\_\_\_\_  
Print Name Ian McKay

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of Fifth Third Processing Solutions LLC, a Delaware limited liability corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public


\_\_\_\_\_  
Print Name



IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

**FIFTH THIRD PROCESSING  
SOLUTIONS LLC**

**SPRINGBOK SERVICES, INC.**

By:   
Name: ADAM P. COYNE  
Title: EVP

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

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of Springbok Services, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

STATE OF OHIO )  
 )  
COUNTY OF HAMILTON ) ss:

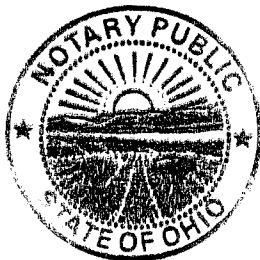
On this, the 21<sup>st</sup> day of SEPTEMBER, 2010, before me, a Notary Public, the undersigned officer, personally appeared ADAM P. COYLE who acknowledged himself/herself to be the EVP of Fifth Third Processing Solutions LLC, a Delaware limited liability corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

*SK*  
Notary Public

Stephanie Kanet  
Print Name






STEPHANIE KANET  
Notary Public, State of Ohio  
My Commission Expires  
November 16, 2013


## EXHIBIT C

### TRADEMARKS

#### Trademarks and Trademark Applications

Trademark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Full Goods/Services
Employee Gift Giving Made Easy  EMPLOYEE GIFT GIVING MADE EASY	77/020,524/ 3,281,504	10/13/2006 / 08/21/2007	Client service and cardholder services, namely stored value debit card issuance, debit card transaction processing services and risk management; professional consulting services in the field of stored value debit card issuance, risk management, credit cards and credit
PEP  PEP	77/329,055	11/14/2007	Providing online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, pricing, program management, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services
Prepaid Enterprise Platform  PREPAID ENTERPRISE PLATFORM	77/329,060	11/14/2007	Providing online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, pricing, program management, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services
Springboard  SPRINGBOARD	77/514,800	07/03/2008	Providing online non-downloadable software for use in prepaid or stored value card issuance, processing, fulfillment, pricing, program management, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in prepaid or stored value card issuance, processing, fulfillment, risk management, client services and cardholder services
Ascend  ASCEND	77/533,479	07/29/2008	Professional financial consulting services in the field of prepaid or stored value card issuance, card transaction processing services and risk management  Providing a web-based on-line non-downloadable incentive and reward management software platform for ordering and issuing prepaid and stored value cards and processing prepaid and stored value card transactions
Springbok  	77/548,442	08/15/2008	Client service and cardholder services, namely, stored-value debit card issuance, debit card transaction processing services, and financial risk management; professional financial consulting services in the field of stored value debit card issuance, financial risk management, credit cards and credit

Trademark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Full Goods/Services
Springbok 	77/548,445	08/15/2008	Providing online non-downloadable software for stored-value debit card issuance, processing, fulfillment, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in stored-value debit card issuance, processing, fulfillment, risk management, client services and cardholder services
Enpay  ENPAY	77/653,888	01/21/2009	Prepaid debit card services, namely, transaction processing services, risk management, cardholder services and client services, namely, responding to balance inquires, providing transaction information and answers to frequently asked questions, providing the means to dispute a transaction and providing responses to budget management questions; financial services, namely, providing payroll card services allowing for online, telephonic and ATM access, management, reporting and record keeping of client accounts; financial services, namely, employer-funded automatic deposit services; ATM banking services, providing cash advances for cardholders at bank branches, and providing cash to cardholders at participating merchant locations; online transfer and bill payment services
Enpay  <i>enPAY</i>	77/653,895	01/21/2009	Prepaid debit card services, namely, transaction processing services, risk management, cardholder services and client services, namely, responding to balance inquires, providing transaction information and answers to frequently asked questions, providing the means to dispute a transaction and providing responses to budget management questions; financial services, namely, providing payroll card services allowing for online, telephonic and ATM access, management, reporting and record keeping of client accounts; financial services, namely, employer-funded automatic deposit services; ATM banking services, providing cash advances for cardholders at bank branches, and providing cash to cardholders at participating merchant locations; online transfer and bill payment services
Ezspend  EZSPEND	77/653,900	01/21/2009	Financial services, namely, providing virtual prepaid debit card services, such virtual cards including an account number, expiration date and online security code, including providing for online and telephonic account access, management, reporting and record keeping
Springbok Services 	78/768,288 / 3,464,161	12/07/2005 / 07/08/2008	Providing online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services

Trademark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Full Goods/Services
Springbok Services 	78/768,436 / 3,410,601	12/07/2005 / 04/08/2008	Client service and cardholder services, namely, stored value debit card issuance, debit card transaction processing services and risk management; professional consulting services in the field of stored value debit card issuance, risk management, credit cards and credit
Springbok  <b>SPRINGBOK</b>	78/768,437 / 3,299,622	12/07/2005 / 09/25/2007	Client service and cardholder services, namely stored value debit card issuance, debit card transaction processing services and risk management; professional consulting services in the field of stored value debit card issuance, risk management, credit cards and credit
Springbok  <b>SPRINGBOK</b>	78/768,438 / 3,299,623	12/07/2005 / 09/25/2007	Providing online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services; technical consultation in the field of online non-downloadable software for use in stored value debit card issuance, processing, fulfillment, risk management, client services and cardholder services

Domain Names

albuquerquegiftcard.com  
anniversarygiftcard.com  
atlantagiftcard.com  
austingiftcard.com  
baltimoregiftcard.com  
bestpresentgiftcard.com  
bpcprepaid.com  
cagiftcard.com  
calgiftcard.com  
cashfromsupreme.com  
charlottegiftcard.com  
christmasgiftcard.com  
clevelandgiftcard.com  
columbusgiftcard.com  
corporateincentivesandrewards.com  
detroitgiftcard.com  
eastcoastgiftcard.com  
easyspringbok.com  
elpasogiftcard.com  
extremegiftgiving.com  
formulafuelprogram.com  
fortworthgiftcard.com  
frontrangegiftcard.com  
fuelreliefcard.com