

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/19/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRM Corporation		06/19/2009	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Access to Money, Inc.
Street Address:	1101 Kings Highway North
Internal Address:	Suite G100
City:	Cherry Hill
State/Country:	NEW JERSEY
Postal Code:	08034
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76008335	UPTIME GUARDIAN
Registration Number:	1328901	TRM
Registration Number:	2713938	TRM ATM
Registration Number:	2813241	TRM CORPORATION

CORRESPONDENCE DATA

Fax Number: (215)299-2150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-299-2016
 Email: tfall@foxrothschild.com
 Correspondent Name: Tristram R. Fall, III, Esquire
 Address Line 1: 2000 Market Street
 Address Line 2: 20th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$115.00 76008335

ATTORNEY DOCKET NUMBER:	TRM CORPORATION - MERGER
NAME OF SUBMITTER:	Tristram R. Fall, III
Signature:	/Tristram R. Fall, III/
Date:	02/18/2010
<p>Total Attachments: 12 source=Certificates of Merger - Access to Money#page1.tif source=Certificates of Merger - Access to Money#page2.tif source=Certificates of Merger - Access to Money#page3.tif source=Certificates of Merger - Access to Money#page4.tif source=Certificates of Merger - Access to Money#page5.tif source=Certificates of Merger - Access to Money#page6.tif source=Certificates of Merger - Access to Money#page7.tif source=Certificates of Merger - Access to Money#page8.tif source=Certificates of Merger - Access to Money#page9.tif source=Certificates of Merger - Access to Money#page10.tif source=Certificates of Merger - Access to Money#page11.tif source=Certificates of Merger - Access to Money#page12.tif</p>	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TRM CORPORATION", AN OREGON CORPORATION,
WITH AND INTO "ACCESS TO MONEY, INC." UNDER THE NAME OF "ACCESS TO MONEY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF JUNE, A.D. 2009, AT 1:18 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4668713 8100M

090632387

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7372386

DATE: 06-19-09

TRADEMARK
REEL: 004151 FRAME: 0720

**CERTIFICATE OF MERGER
MERGING
TRM CORPORATION
(an Oregon corporation)
INTO
ACCESS TO MONEY, INC.
(a Delaware corporation)**

To: Secretary of State
State of Delaware

In accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware, the undersigned corporation does hereby certify as follows:

FIRST: The name and state of incorporation of the corporations proposing to merge are as follows:

<u>Name</u>	<u>State of Incorporation</u>
TRM Corporation ("TRM")	Oregon
Access to Money, Inc. ("ATM")	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by TRM in accordance with the laws of the State of Oregon and by ATM in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation in the merger herein certified is Access to Money, Inc., a Delaware corporation, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

FOURTH: The Certificate of Incorporation of ATM, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

FIFTH: The authorized stock of TRM is 105,000,000 shares, consisting of 100,000,000 shares of common stock, no par value per share, and 5,000,000 shares of preferred stock, no par value per share.

SIXTH: A copy of the executed Plan of Merger between the aforesaid entities is on file at an office of the surviving corporation, the address of which is as follows:

Access to Money, Inc.
1101 Kings Highway N, Suite G100
Cherry Hill, New Jersey 08034

SEVENTH: A copy of the Plan of Merger will be furnished by ATM, on request, and without cost, to any stockholder of each of the aforesaid constituent entities.

EIGHTH: The Plan of Merger of the aforesaid entities and this Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Merger to be signed by an authorized officer on the date referenced herein below.

ACCESS TO MONEY, INC.
a Delaware Corporation

By: 

Richard B. Stern
President and Chief Executive Officer
June 17, 2009



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone:(503)986-2200
Fax:(503)378-4381
www.filinginoregon.com

TRM CORPORATION
12402 N E MARX ST
PORTLAND OR 97230

Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed below. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document	Filed On		
ARTICLES OF MERGER	06/19/2009		
Name of Survivor	Reg. No.	Type	Juris
ACCESS TO MONEY, INC., A DELAWARE COR...			DE
Name(s) of Non Survivor(s)	Reg. No.	Type	Juris
TRM CORPORATION	157225-15	DOM BUS CORP	OR

THEJOH
ACK_M-S
06/19/2009

157225-15

ARTICLES OF MERGER
OF
TRM CORPORATION
WITH AND INTO
ACCESS TO MONEY, INC.

FILED
JUN 19 2009
OREGON
SECRETARY OF STATE

Pursuant to ORS 60.494, Access to Money, Inc., a Delaware corporation ("ATM"), the surviving corporation of the merger of TRM Corporation, an Oregon corporation ("TRM"), with and into ATM, hereby files these Articles of Merger with the Oregon Secretary of State.

1. Agreement and Plan of Merger. The Agreement and Plan of Merger of TRM with and into ATM is set forth as Exhibit A and is incorporated by reference.
2. Shareholder Approval. Shareholder approval of the Agreement and Plan of Merger was required.

A. TRM Corporation (Oregon Registry No. 157225-15)

(1) 21,485,619 shares of Common Stock were outstanding and entitled to vote on the Agreement and Plan of Merger, of which 19,592,894 were present in person or by proxy at the meeting of TRM's shareholders held to vote on the Agreement and Plan of Merger.

(2) 11,348,234 shares of Common Stock voted for the Agreement and Plan of Merger, 286,736 shares of Common Stock voted against the Agreement and Plan of Merger, and 70 shares abstained from voting on the Agreement and Plan of Merger.

B. Access to Money, Inc.

(1) 100 shares of Common Stock were outstanding and entitled to vote on the Agreement and Plan of Merger.

(2) All shares of Common Stock voted for the Agreement and Plan of Merger.

Dated: June 17, 2009.

ACCESS TO MONEY, INC.,
a Delaware corporation

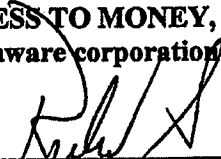
By: 
Richard B. Stern
President and Chief Executive Officer

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

42302-0008/LEGAL16353695.2

TRADEMARK
REEL: 004151 FRAME: 0725

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated April 29, 2009, is entered into between TRM Corporation, an Oregon corporation (the "Company"), and Access to Money, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Access to Money").

RECITALS

WHEREAS, the board of directors of each of the Company and Access to Money deems it advisable, upon the terms and subject to the conditions herein stated, that the Company be merged with and into Access to Money, and that Access to Money be the surviving corporation (the "Reincorporation Merger"); and

WHEREAS, the Company will submit this Agreement for approval by the holders of common stock, no par value per share, of the Company ("Oregon Common Stock").

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties hereto contained herein, the parties hereto agrees as follows:

ARTICLE I

THE REINCORPORATION MERGER; EFFECTIVE TIME

1.1. The Reincorporation Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), the Company shall be merged with and into Access to Money whereupon the separate existence of the Company shall cease. Access to Money shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") in the Reincorporation Merger and shall continue to be governed by the laws of the State of Delaware. The Reincorporation Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the "DGCL"), and in the Oregon Business Corporation Act, as amended (the "OBCA"), and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Company, including, without limitation, all outstanding indebtedness of the Company.

1.2. Effective Time. Provided that the condition set forth in Section 5.1 has been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Reincorporation Merger, the Company and Access to Money shall cause Articles of Merger to be executed and filed with the Secretary of State of Oregon (the "Oregon Articles of Merger") and a Certificate of Merger to be executed and filed with the Secretary of State of Delaware (the "Delaware Certificate of Merger"). The Reincorporation Merger shall become effective on the date and at the time of filing the Oregon Articles of Merger and the Delaware Certificate of

Merger with the Secretary of State of Oregon and Delaware, respectively, whichever later occurs (the "Effective Time").

ARTICLE II

CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1. The Certificate of Incorporation. The certificate of incorporation of Access to Money in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2. The Bylaws. The bylaws of Access to Money in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III

OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2. Directors. The directors and the members of the various committees of the board of directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors and members of such committees of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE IV

EFFECT OF MERGER ON CAPITAL STOCK

4.1. Effect of Merger on Capital Stock. At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of the Company, Access to Money or the shareholders of the Company:

(a) Each share of Oregon Common Stock (other than shares ("Dissenting Common Shares") that are owned by holders of Oregon Common Stock ("Dissenting Common Shareholders") exercising dissenters' rights pursuant to Sections 551 through 594 of the OBCA), issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of common stock, \$.001 par value, of Access to Money ("Delaware Common Stock"), with the same rights, powers and privileges as the shares so converted and all shares of Oregon Common Stock shall be cancelled and retired and shall cease to exist.

(b) Each option, warrant, purchase right, unit or other security of the Company issued and outstanding immediately prior to the Effective Time shall be (i) converted into and shall be an identical security of Access to Money, and (ii) in the case of securities to acquire Oregon Common Stock, converted into the right to acquire the same number of shares of Delaware Common Stock on the same terms as the number of shares of Oregon Common Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of Delaware Common Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of the Oregon Common Stock so reserved as of the Effective Time.

(c) Each share of Delaware Common Stock owned by the Company shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

4.2. Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares of Oregon Common Stock (other than Dissenting Common Shares), or options, warrants, purchase rights, units or other securities of the Company shall be deemed for all purposes to evidence ownership of and to represent shares of Delaware Common Stock, or options, warrants, purchase rights, units or other securities of Access to Money, as the case may be, into which the shares of Oregon Common Stock, or options, warrants, purchase rights, units or other securities of the Company represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Delaware Common Stock or options, warrants, purchase rights, units or other securities of Access to Money, as the case may be, evidenced by such outstanding certificate, as above provided.

4.3 Dissenters' Rights. No Dissenting Common Shareholder shall be entitled to shares of Delaware Common Stock under this Article IV unless and until the holder thereof shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Reincorporation Merger under the OBCA, and any Dissenting Common Shareholder shall be entitled to receive only the payment provided by Sections 551 through 594 of the OBCA with respect to Dissenting Common Shares owned by such Dissenting Common Shareholder. If any person or entity who otherwise would be deemed a Dissenting Common Shareholder shall have failed to properly perfect or shall have effectively withdrawn or lost the right to dissent with respect to any shares which would be Dissenting Common Shares but for that failure to perfect or withdrawal or loss of the right to dissent, such Dissenting Common Shares shall thereupon be treated as though such Dissenting Common Shares had been converted into shares of Delaware Common Stock pursuant to Section 4.1 hereof.

ARTICLE V

CONDITION

5.1. Condition to Each Party's Obligation to Effect the Reincorporation Merger.
The respective obligation of each party hereto to effect the Reincorporation Merger is subject to:

(a) The receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by the holders of Oregon Common Stock pursuant to the OBCA and the Articles of Incorporation of the Company.

(b) The holders of the issued and outstanding shares of Oregon Common Stock shall not have exercised their dissenters' rights such that the Company becomes obligated to make a substantial payment, as determined by the board of directors of the Company in its sole judgment and discretion, to such Dissenting Common Shareholders.

ARTICLE VI

TERMINATION

6.1. Termination. This Agreement may be terminated, and the Reincorporation Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholders of the Company, if the board of directors of the Company determines for any reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of the Company and its shareholders. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either the Company or Access to Money, or any of their respective shareholders, directors or officers.

ARTICLE VII

MISCELLANEOUS AND GENERAL

7.1. Modification or Amendment. Subject to the provisions of applicable law and any contractual rights, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the holders of Oregon Common Stock shall not (i) alter or change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the shares or any class or series thereof of such corporation, (ii) alter or change any provision of the certificate of incorporation of the Surviving Corporation to be effected by the Reincorporation Merger, or (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any of the parties hereto.

7.2. Counterparts. This Agreement may be executed in counterpart, each such counterpart being deemed to be an original instrument, and both counterparts shall together constitute the same agreement.

7.3. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

7.4. Entire Agreement. This Agreement constitutes the entire agreement and supercedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

7.5. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.6. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction

7.7. Headings. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

(signature page follows)

TRM CORPORATION
a Oregon corporation

By: 

Richard B. Stern
President and Chief Executive Officer

ACCESS TO MONEY, INC.
a Delaware corporation

By: 

Richard B. Stern
President and Chief Executive Officer