

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Choicepay, Inc.		01/13/2009	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tier Technologies, Inc.		
<b>Street Address:</b>	9907 Georgetown Pike, Suite 203		
<b>City:</b>	Great Falls		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22066		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2546780	CHOICEPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154335530		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	415-433-1900		
<b>Email:</b>	cwadia@cwclaw.com		
<b>Correspondent Name:</b>	Cyrus Wadia		
<b>Address Line 1:</b>	Cooper, White & Cooper LLP		
<b>Address Line 2:</b>	201 California Street, 17th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	12738-32545		
<b>NAME OF SUBMITTER:</b>	Cyrus Wadia		
<b>Signature:</b>	/CyrusWadia/		

CH \$40.00 2546780

Date:

09/04/2012

**Total Attachments: 8**

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ASSET PURCHASE AGREEMENT

dated as of January 13, 2009

among

Tier Technologies, Inc.,

Cowboy Acquisition Company

and

ChoicePay, Inc.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of January 13, 2009 by and between Tier Technologies, Inc., a Delaware corporation (the "Buyer Parent"), Cowboy Acquisition Company, a Delaware corporation and direct, wholly-owned subsidiary of the Buyer Parent (the "Buyer"), and ChoicePay, Inc., an Oklahoma corporation (the "Seller").

This Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets and assume certain of the liabilities of the Seller.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article IX.

In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

### ARTICLE I

#### THE ASSET PURCHASE

##### 1.1 Purchase and Sale of Assets.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

##### 1.2 Assumption of Liabilities.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall assume and become responsible for, from and after the Closing, the Assumed Liabilities.

(b) Notwithstanding the terms of Section 1.2(a) or any other provision of this Agreement to the contrary, the Buyer shall not assume or become responsible for, and the Seller shall remain liable for, the Retained Liabilities.

1.3 Purchase Price. The Purchase Price shall consist of (i) the payment by the Buyer to or at the direction of the Seller at the Closing of [REDACTED] (the "Closing Payment") and (ii) the Earn-Out Consideration.

##### 1.4 Escrows.

(a) At the Closing, an amount equal to [REDACTED] otherwise payable by the Buyer to the Seller at Closing shall be paid by the Buyer to the Escrow Agent for the purpose of securing the post-closing adjustment set forth in Section 1.7 of this Agreement (the "Closing

## ARTICLE IX

### DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

"AAA" shall mean the American Arbitration Association.


"Accountant" shall mean Grant Thornton LLP.

"Acquired Assets" shall mean all of the assets, properties and rights of the Seller existing as of the Closing other than the Excluded Assets, including:


- (A) the name "ChoicePay";
- (B) all cash, short-term investments, deposits, bank accounts and other similar assets;
- (C) all trade and other accounts receivable and notes and loans receivable that are payable to the Seller, and all rights to unbilled amounts for products delivered or services provided, together with any security held by the Seller for the payment thereof;
- (D) all inventories of raw materials, work in process, finished goods, supplies, packaging materials, spare parts and similar items, wherever located, including consignment inventory and inventory held on order or in transit;
- (E) all computers, machinery, equipment, tools and tooling, furniture, fixtures, supplies, leasehold improvements, motor vehicles and other tangible personal property;
- (F) all real property, leaseholds and subleaseholds in real property, and easements, rights-of-way and other appurtenants thereto;
- (G) all Intellectual Property;
- (H) all rights under Assigned Contracts;
- (I) all securities owned by the Seller;
- (J) all claims, prepayments, deposits, refunds, causes of action, choses in action, rights of recovery, rights of setoff and rights of recoupment;
- (K) all Permits;
- (L) all books, records, accounts, ledgers, files, documents, correspondence, lists (including customer and prospect lists), employment records, manufacturing and procedural manuals, Intellectual Property records, sales and promotional materials, studies, reports and other printed or written materials; and

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TIER TECHNOLOGIES, INC.

By:   
Name: Ronald L. Rossetti  
Title: Chief Executive Officer

COWBOY ACQUISITION COMPANY

By:   
Name: Ronald L. Rossetti  
Title: Chief Executive Officer

CHOICEPAY, INC.

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

The following stockholder of the Seller hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Sections 4.3(e), 4.6 and 6.6.

TULSA NATIONAL BANCSHARES, INC.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TIER TECHNOLOGIES, INC.

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

COWBOY ACQUISITION COMPANY

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

CHOICEPAY, INC.

By: Roy Marshall  
Name: Roy Marshall  
Title: Chairman

The following stockholder of the Seller hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Sections 4.3(e), 4.6 and 6.6.

TULSA NATIONAL BANCSHARES, INC.

By: Roy Marshall  
Name: Roy Marshall  
Title: Chairman

Schedule 2.13

Intellectual Property

Schedule 2.13 (a) (i)

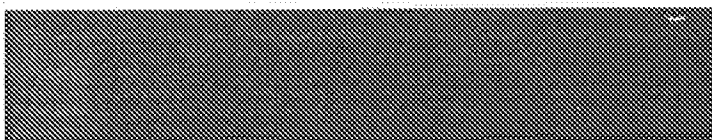
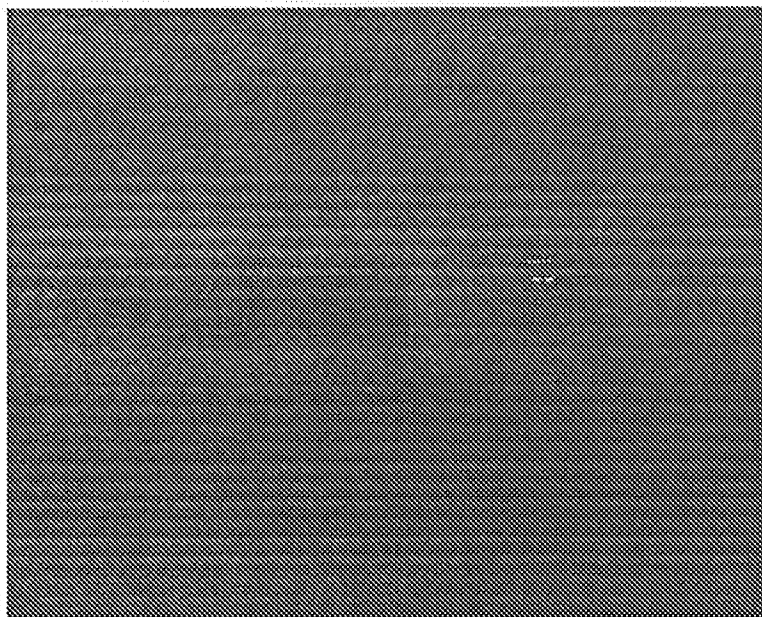
Seller Registrations of Intellectual Property

ChoicePay Trademark - Registration No: 2,546,780

Registered Owner: ChoicePay, Inc.

Registration Date: 3/12/2002

Mark: ChoicePay





**AKIN GUMP  
STRAUSS HAUER & FELD LLP**

Attorneys at Law

2149994678/fax: 2149994343  
jmcfee@akingump.com

September 30, 2009

**VIA ELECTRONIC DELIVERY**

Keith S. Omsberg  
Vice President & General Counsel  
Tier Technologies, Inc.  
10780 Parkridge Blvd., Suite 400  
Reston, Virginia 20191

Re: Sale of Rights to the name "ChoicePay" pursuant to the terms of the Asset Purchase Agreement (the "Agreement") dated as of January 13, 2009, by and among Tier Technologies, Inc., Cowboy Acquisition Company and ChoicePay, Inc.

Dear Keith:

Per your request, this letter will confirm the following:

- (i) My firm represented ChoicePay, Inc., an Oklahoma corporation ("ChoicePay") in connection with the sale of substantially all of ChoicePay's assets to Cowboy Acquisition Company, a Delaware corporation and direct, wholly-owned subsidiary of Tier Technologies, Inc., a Delaware corporation ("Tier"), pursuant to the terms of the subject Agreement;
- (ii) The sale of assets contemplated by the Agreement was consummated on January 27, 2009;
- (iii) The rights to the name "ChoicePay" were included in the assets sold by ChoicePay to Tier and its subsidiary pursuant to the Agreement; and
- (iv) Tier has my permission to provide this letter to the governmental authorities of any State (or to such other third parties as may be necessary or appropriate) as evidence of the facts herein stated.

700 Pacific Avenue, Suite 4100 / Dallas, Texas 75201-4575 / 214.969.2800 / fax: 214.969.4343 / [akingump.com](http://akingump.com)

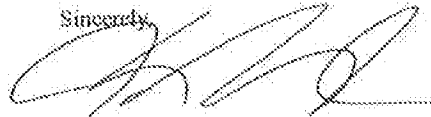
**TRADEMARK  
REEL: 004855 FRAME: 0118**

AKIN GUMP  
STRAUSS HAUER & FELD LLP  
Attorneys at Law

Keith S. Omsberg  
September 30, 2009  
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Please let me know if I can be of further service.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Motes III", written in a cursive style.

Joseph L. Motes III