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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92057201
Party	Defendant StoneEagle Services, Inc.
Correspondence Address	STONEEAGLE SERVICES INC SUITE 100, 111 W SPRING VALLEY ROAD RICHARDSON, TX 75081 UNITED STATES
Submission	Answer
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Date	07/12/2013
Attachments	Exhibit 1.pdf(587488 bytes) Exhibit 2.pdf(157999 bytes) Exhibit 3.pdf(5878783 bytes) Answer.pdf(50599 bytes)

AGREEMENT

Talon Transaction Technologies, Inc., an Oklahoma corporation (T3- OK), Talon Transaction Technologies, Inc., a Texas corporation (T3-TX), and David Gillman (Gillman) and StoneEagle Services, Inc., a Texas corporation (SES), enter into this Agreement effective as of July 15, 2010 (the Effective Date).

Recitals:

- On June 29, 2006, T3-TX and SES entered into a Grant of License to Use Proprietary Processes and Confidential Information (the 2006 License).
- On August 28, 2008, VPay Assist, Inc. was organized as a Texas corporation to own and manage a call center to support services offered by SES and T3-TX in connection with the 2006 License. Ownership in VPay Assist, Inc. did not affect the parties' rights and obligations under the 2006 License.
- On May 13, 2009, the name of VPay Assist, Inc. was changed to VPay, Inc. (VPay).
- T3-OK and SES discussed, but never agreed on, making additional contributions to VPay, such as contributing hardware, customer contracts, the service marks and registrations described in Schedule A attached hereto (the Marks), a pending patent application described in Schedule B attached hereto (such application together with any patents issuing from such application and any continuations, divisional, continuations-in-part or foreign counterparts thereof, is referred to as the Patent Pending), startup cash and other assets owned individually by SES, T3-OK or Gillman, respectively. Gillman is the controlling owner of T3-TX and T3-OK.
- T3-OK and SES have now independently decided that each of their interests is better served by not making additional contributions to VPay.
- In addition, concurrently with the execution of this Agreement, T3-OK has assigned all of its stock in VPay to SES pursuant to a Mutual Release and Stock Assignment.
- The parties now desire to memorialize additional agreements in connection with the above stock assignment.

Agreement:

1. In consideration for the agreements, releases and assignments in Section 2 below, SES agrees as follows:
 - a. SES is paying to Gillman \$5,648.14, which amount is the total of all monies that Gillman paid to SES or VPay by T3-OK, T3-TX and/or Gillman for legal fees related to the Mark or the Patent Pending.
 - b. SES grants to T3-TX the right and license to use the Mark for a term of 5 years.
 - c. SES agrees that T3-OK, T3-TX and/or Gillman have an implied license in any patents that issue from the Patent Pending for sales by T3-OK, T3-TX and/or Gillman of products made by SES or services performed by SES. Such implied license will not apply to any products or services sold by T3-OK, T3-TX and/or Gillman that are made or performed by any third party.
2. In consideration for the agreements of SES in Section 1 above, each of T3-TX, T3-OK and Gillman hereby: (i) releases any and all claims to any right, title or interest in the Mark or the Patent Pending, (ii) agrees not to challenge, or assist others in challenging, the validity or enforceability of the Mark or Patent Pending, and (iii) to the extent any of T3-TX, T3-OK or Gillman has any right, title or interest in the Mark or the Patent Pending, assigns and transfers the same to SES.
3. This Agreement: (i) shall not be deemed an admission of any fact or liability by any party hereto; (ii) constitutes the entire understanding of the parties regarding the subject matter hereof; (iii) shall not be modified or amended except in writing signed by the parties hereto; (iv) may be executed in any number of counterparts; and (v) is governed by Texas law. Facsimile or scanned signatures shall be effective.

SES:

By: Its: VPay/SES

T3-TX:

By: Its: President

T3-OK:

By: Its: President

GILLMAN:

By: **EXHIBIT**

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Schedule A

SERVICE MARKS

SM/SN/RN/Disclaimer	Status/Status Date	Services
VPAY VPAY SN:77,053,186 RN:3,432,014	Registered May 20, 2008	(Int'l Class: 36) Electronic process of insurance claims and payment data

SERVICE MARK AGREEMENT

THIS SERVICE MARK LICENSE AGREEMENT (this License) is entered into July 27, 2010 (the Effective Date), by and between StoneEagle Services, Inc., a Texas corporation (Licensor), and Talon Transaction Technologies, Inc., a Texas corporation (Licensee).

A. Licensor is the sole and exclusive owner of the service marks and registrations set forth on Schedule "A" attached hereto and made a part hereof (the Service Marks);

B. Licensor has the power and authority to grant to Licensee the right, privilege, and license to use the Service Marks on or in association with the services covered by the registrations (the Licensed Services);

C. Licensor and Licensee entered into a Grant of License to Use Proprietary Processes and Confidential Information, dated June 29, 2006 (the 2006 License); and

D. Licensee desires to obtain from Licensor a license to use the Service Marks on or in association with the Licensed Services.

NOW, THEREFORE, the parties agree as follows:

1. **LICENSE.** Licensor hereby grants to Licensee for the Term of this License the non-exclusive right and license to use the Service Marks on or in association with the Licensed Services in the territory of the United States. This license shall pertain only to the Service Marks and the Licensed Services and does not extend to any other mark, product, or service.

2. **TERM.** This License and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall extend for five (5) years, unless earlier terminated in accordance with the provisions of Section 5 (the Term).

3. **COMPENSATION.** In consideration for the license granted hereunder for the Term hereunder, Licensee agrees to pay to Licensor the compensation set forth in the 2006 License.

4. QUALITY CONTROL.

A. The license granted hereunder is conditioned upon Licensee's full and complete compliance with the marking provisions of the trademark, patent and copyright laws of the United States.

B. The Licensed Services, as well as all promotional, and advertising material relative thereto, shall include all appropriate legal notices as required by Licensor.

C. The Licensed Services shall be of a high quality at least equal to comparable services provided and marketed by Licensor under the Service Marks.

D. If the quality of the Licensed Services falls below such quality, Licensee shall use its best efforts to restore such quality. In the event that Licensee has not taken appropriate steps to restore such quality within fifteen (15) days after notification by Licensor, Licensor shall have the right to terminate this License and require that the Licensee cease using the Service Marks.

E. Licensee agrees that its use of the Service Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Service Marks as a result of this license.

5. **TERMINATION.** The following termination rights are in addition to the termination rights that may be provided elsewhere in this License:

A. *Termination of the 2006 License.* This License shall immediately terminate on the termination or expiration of the 2006 License.

B. Upon the expiration or termination of this License, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall immediately discontinue all use of the Service Marks.

6. **MISCELLANEOUS.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this License. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from this License. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law. This License constitutes the entire understanding of the parties regarding the subject matter hereof, and revokes and supersedes all prior agreements between the parties regarding the subject matter hereof. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this License. This License may be executed in any number of counterparts. Facsimile or scanned signatures shall be effective. This License is governed by and in accordance with the laws of the State of Texas.


Executed to be effective as of the Effective Date.

LICENSOR

By: _____

Title: _____

Date: _____



CEO
8/30/10

LICENSEE

By: _____

Title: _____

Date: _____


President
8/30/10

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