

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	OnSharp, Inc		01/01/2013
			Entity Type
			CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	SmartPay, LLC		
Street Address:	474 45th Street South		
City:	Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58103		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH DAKOTA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	4263412	SMARTPAY
	Registration Number:	4266059	THE GREEN WAY TO PAY
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	toni@sandinlaw.com		
Correspondent Name:	Toni M. Sandin		
Address Line 1:	474 45th Street South		
Address Line 4:	Fargo, NORTH DAKOTA 58103		
NAME OF SUBMITTER:	Toni M. Sandin		
Signature:	/Toni M. Sandin/		
Date:	01/31/2013		
Total Attachments: 3			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made effective this 1<sup>st</sup> day of January, 2013, by Onsharp, Inc., a North Dakota corporation (“Assignor”) to SmartPay, LLC, a North Dakota limited liability company (“Assignee”),

**WHEREAS**, Assignor owns all right, title, interest and goodwill in and to the trademarks (the “Marks”) set forth on Exhibit A;

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, interest and goodwill in and to the Marks;

**WHEREAS**, Assignee desires to acquire all of Assignor’s entire right, title, interest and goodwill in and to the Marks;

**NOW, THEREFORE**, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the following:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor’s entire right, title, interest (both legal and equitable) and goodwill worldwide in and to the Marks, including without limitation, all common law rights including rights of priority and renewal as may now or hereafter be granted by law, treaty or other international convention and all rights, interests, claims and demands recoverable in law or in equity that it has or may have in profits and damages for past, present and future infringements and misappropriations thereof, including but not limited to the right to compromise, sue for, and collect profits and damages.

2. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor’s right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. ASSIGNEE ACCEPTS THE MARKS AS IS WHERE IS AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MARKS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ASSIGNOR SHALL NOT BE LIABLE FOR

ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE  
CONDITION, USE OR INABILITY TO USE THE MARKS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and  
year first above written.

ONSHARP, INC.

By: [Signature]  
Its President

SMARTPAY, LLC

By: [Signature]  
Its President

State of North Dakota )  
  )  
County of Cass            )

State of North Dakota )  
  )  
County of Cass            )

Subscribed and sworn before me  
this 29 day of January, 2013

Subscribed and sworn before me  
this 29 day of January, 2013

[Signature]  
Notary Public

[Signature]  
Notary Public

JESSICA MCCASLIN  
Notary Public  
State of North Dakota  
My Commission Expires Sept. 30, 2016

JESSICA MCCASLIN  
Notary Public  
State of North Dakota  
My Commission Expires Sept. 30, 2016

**EXHIBIT A**  
**TRADEMARK ASSIGNMENT**

Onsharp, Inc. to SmartPay, LLC

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Status</b>
SMARTPAY	85-463,865	11/3/11	4,263,412	12/25/12	Registered
THE GREEN WAY TO PAY	77-653,776	1/21/09	4,266,059	1/1/13	Registered