

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Propay, Inc.		06/03/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Pushpay IP Limited		
Street Address:	65f View Road		
City:	Glenfield, Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	0627		
Entity Type:	Limited Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3096435	PUSH TO PAY	
CORRESPONDENCE DATA			
Fax Number:	2025858080		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-585-8000		
Email:	nptm@nixonpeabody.com		
Correspondent Name:	David L. May		
Address Line 1:	401 9th Street, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	069066-5		
DOMESTIC REPRESENTATIVE			
Name:	David L. May, Nixon Peabody LLP		
Address Line 1:	401 9th Street, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Lauren J. Krupka, Attorney of Record, MD		
SIGNATURE:	/Lauren J. Krupka/		
DATE SIGNED:	06/05/2014		

CH \$40.00 3096435

Total Attachments: 5

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TRADEMARK ASSIGNMENT

 THIS TRADEMARK ASSIGNMENT (“Trademark Assignment”), effective as of ~~May 21~~ ^{June 23} 2014, is made by and between **ProPay, Inc.**, a corporation formed under the laws of the State of Utah with a principal place of business at 3400 North Ashton Boulevard, Suite 200, Lehi, Utah 84043 (“Assignor”) and **Pushpay IP Limited**, a limited company formed under the laws of New Zealand, with an address of record at 65f View Road, Glenfield, Auckland, New Zealand 0627 (“Assignee”).

WHEREAS, Assignor is the owner of record of the U.S. Trademark Registration for the mark PUSH TO PAY listed in **Schedule 1**, a copy of whose Trademark Status & Document Retrieval database record is attached (hereinafter the “**Mark**”);

WHEREAS, Assignee is desirous of acquiring said Mark from Assignor;

WHEREAS, Assignor hereby represents and warrants that registration of the Mark is valid, in full force and effect, and that all representations made to the United States Patent and Trademark Office in support of the registration process of the Mark and renewal thereof has been truthful and accurate;

WHEREAS, Assignor hereby represents and warrants that it has no trademark registrations or pending applications for the Mark in any jurisdiction worldwide other than that provided in Schedule 1, and that it will not challenge Assignee’s right and/or title to the mark based on the rights to any other mark that Assignor may own, or for any other reason;

WHEREAS, Assignor hereby represents and warrants that it has no domain names under its control, ownership, or affiliation that contain the PUSH TO PAY mark or any similar variations thereto;

WHEREAS, Assignor hereby represents and warrants that it has the right, power and authority to enter into this Trademark Assignment and assign the said Mark to Assignee;

WHEREAS, Assignee shall pay to Assignor one lump sum of \$15,000.00 (USD) by deposit to Assignor’s designated account within ten (10) business days of the Effective Date of this Trademark Assignment for the full and complete assignment of all rights, title and interest in the Mark;

WHEREAS, upon the assignment of said Mark to Assignee, Assignor agrees to refrain from any further use of the mark PUSH TO PAY or any mark or other source indicator

confusing similar thereto, and to assist Assignee at Assignee's reasonable expense in providing any documentation, pictures, drawings, specimens and/or any other information Assignee may need to renew the registration, defend the registration, and/or otherwise perfect the rights thereto and to enforce rights to the Mark and the registration therefore against any third-party infringer; and

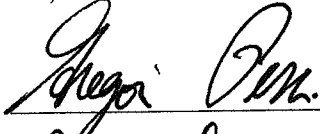
NOW, THEREFORE, in consideration of the sum of fifteen thousand dollars (\$15,000.00 USD), the sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to said Mark, together with the goodwill associated with said Mark and the goods and services on which the Mark is used and for which it is registered.

Assignor further assigns to Assignee all rights to sue for, recover from and receive all damages occurring from past, present and future infringing or misappropriating uses of the Mark by any third-party.

This Trademark Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

IN WITNESS OF THE FOREGOING TRADEMARK ASSIGNMENT, the parties hereto set their hands on the dates noted below.

PROPAY, INC.

By: 

Name: Gregori Pesci

Title: President

Dated: May 21, 2014

PUSHPAY IP LIMITED

By: 

Name: Chris Heaslip

Title: President

Dated: 3-June-14

Schedule 1 to Trademark Assignment
Between ProPay, Inc. and Pushpay IP Limited

PUSH TO PAY (word mark)
U.S. Registration No. 3,096,435
Filing Date: January 21, 2004
Registration Date: May 23, 2006

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,096,435

Registered May 23, 2006

SERVICE MARK
PRINCIPAL REGISTER

PUSH TO PAY

PROPAY USA, INC. (UTAH CORPORATION)
500 TIMPANOGOS PARKWAY
OREM, UT 84097

FOR: DIRECT DIAL PAYMENT PROCESSING
FEATURE OF FINANCIAL SERVICES, NAMELY,
ELECTRONIC FUNDS TRANSFER, INCLUDING
WIRELESS, IN CLASS 36 (U.S. CLS. 100, 101 AND
102).

FIRST USE 5-25-2005; IN COMMERCE 5-25-2005.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

SN 78-355,209, FILED 1-21-2004.

LA TONIA FISHER, EXAMINING ATTORNEY

TSDR will be available during the ETAS/EPAS/AOTW Maintenance period but will not be able to retrieve assignments from the Electronic Trademark Assignment System (ETAS) beginning at midnight and ending at 2 a.m., Saturday, May 17th. ETAS and EPAS customers will need to save their submissions and submit them once the maintenance period is complete. AOTW will be unavailable during the maintenance period.

STATUS

DOCUMENTS

[Back to Search](#)

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Mark: PUSH TO PAY

PUSH TO PAY

US Serial Number: 78355209

Application Filing Date: Jan. 21, 2004

US Registration Number: 3096435

Registration Date: May 23, 2004

Register: Principal

Mark Type: Service Mark

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Apr. 25, 2012

Publication Date: Nov. 02, 2004

Notice of Allowance Date: Jan. 25, 2004

Mark Information

Mark Literal Elements: PUSH TO PAY

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, color, or design.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of intent to use;
- Asterisks * * identify additional (new) wording in the goods/services.

For: Direct dial payment processing feature of financial services, namely, electronic funds transfer, direct payment processing, and direct payment processing services.

International Class(es): 036 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)