

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Push Pay, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pushpay IP Limited		
Street Address:	22 Viaduct Harbour Avenue		
Internal Address:	Suite 2, Ground Floor, Microsoft House		
City:	Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	1010		
Entity Type:	Limited Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4444457	JUST PUSH PAY	
Registration Number:	4448373	JUST PUSH 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, Shanelle A. Henry		
Address Line 1:	401 Ninth Street NW, Suite 900		
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 NW		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		

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NAME OF SUBMITTER:	Shanelle A. Henry, Attorney of Record MD
SIGNATURE:	/Shanelle A. Henry/
DATE SIGNED:	04/02/2015
Total Attachments: 5 source=Assignment of JUST PUSH PAY marks#page1.tif source=Assignment of JUST PUSH PAY marks#page2.tif source=Assignment of JUST PUSH PAY marks#page3.tif source=Assignment of JUST PUSH PAY marks#page4.tif source=Assignment of JUST PUSH PAY marks#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of the date of the last signature below (the "Effective Date"), is made by and between **Just Push Pay, LLC**, a Delaware limited liability company having a business address of 1727 Funny Cide Drive, Waxhaw, North Carolina 28173, United States ("Assignor") and **Pushpay IP Limited**, a limited company formed under the laws of New Zealand, with an address of record at Suite 2, Ground Floor, Microsoft House, 22 Viaduct Harbour Avenue, Auckland, New Zealand 1010 ("Assignee"). Both Assignor and Assignee shall be referred to as the "Parties" when used collectively.

WHEREAS, Assignor is the owner of record of the trademark registrations and application for the word mark JUST PUSH PAY and Just Push Pay & Design in the United States and Canada (hereinafter "the JPP Marks"), the full list of which is included in the attached **Schedule 1** of this Trademark Assignment;

WHEREAS, Assignee is desirous of acquiring said JPP Marks from Assignor;

WHEREAS, Assignor hereby represents and warrants that the registrations for the word and design marks for JUST PUSH PAY in the United States are valid and in full force and effect;

WHEREAS, Assignor hereby represents and warrants that all representations made to the United States Patent and Trademark Office and the Canadian Intellectual Property Office in support of the application/registration process of the JPP Marks have been truthful and accurate;

WHEREAS, Assignor hereby represents and warrants that it has no trademark registrations or pending applications for the JPP Marks in any jurisdiction worldwide other than that provided in Schedule 1;

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

WHEREAS, Assignor has agreed to assign to Assignee all of the rights, title, goodwill and interests of the Assignor in and to the JPP Marks, and Assignee has agreed to accept said assignment;

WHEREAS, this Assignment Agreement is being executed by the Parties in accordance with the Settlement Agreement executed by Assignor, Assignee and Pushpay Holdings Limited, the sufficiency and Parties' respective obligations of which are hereby acknowledged;

WHEREAS, upon the assignment of said JPP Marks to Assignee, Assignor agrees 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 registrations for the JPP Marks, defend the registrations/application for the JPP Marks, and/or otherwise perfect the rights thereto and to enforce rights to the JPP Marks and the registrations/application therefore against any third-party infringer; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from the Assignor, all of Assignor's full and complete right, title and interest in and to the said JPP Marks, all rights appurtenant thereto, together with the goodwill associated with said JPP Marks.

Assignor further assigns to Assignee all rights to sue for, recover from and receive all damages, at Assignee's discretion, occurring from past, present and future infringing or misappropriating uses of the JPP Marks 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.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS OF THE FOREGOING TRADEMARK ASSIGNMENT, the Parties hereto have executed this Agreement by their signatures below.

Just Push Pay, LLC

By: Joseph A. Giordano

Name: JOSEPH A GIORDANO

Title: CEO

Date: 3-31-2015

Pushpay IP Limited

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS OF THE FOREGOING TRADEMARK ASSIGNMENT, the Parties hereto have executed this Agreement by their signatures below.

Just Push Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

Pushpay IP Limited

By: C. B. Henslip


Name: Chris Henslip

Title: Director

Date: 31-March-15.

**Schedule 1 to Trademark Assignment between Just Push Pay, LLC (Assignor) and
Pushpay IP Limited (Assignee)**

JPP Marks held in the name of Just Push Pay, LLC

Country	Mark	Application/ Registration No.
United States	JUST PUSH PAY	Reg. No. 4,444,457
United States	JUST PUSH PAY & Design 	Reg. No. 4,448,373
Canada	JUST PUSH PAY	Appl. No. 1658219

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