

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/31/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clear Payments, Inc.		07/18/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ingo Money, Inc.		
Street Address:	623 Holcomb Bridge Road		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4217863	DEPOSITCHOICE	
Registration Number:	4297426	MOBILEUP	
Registration Number:	4058510	CLEAR PAYMENTS INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18605/00001		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/Charles G. Zug/		
DATE SIGNED:	06/12/2015		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This **Trademark Assignment** (this "Assignment"), effective as of July 31, 2012, is between Ingo Money, Inc, a Georgia corporation ("Purchaser"), and Clear Payments, Inc., a Tennessee corporation ("Seller").

Seller owns certain registered and unregistered trademarks (the "Trademarks"), including, but not limited to, the trademarks described in Exhibit A of this Assignment. Purchaser and Seller are parties to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the date of this Assignment. The Asset Purchase Agreement provides for the Seller to sell substantially all assets of Seller to Purchaser in consideration of Purchaser's assumption of the certain liabilities and other consideration.

Accordingly, the parties agree as follows:

(1) **Assignment.** Seller hereby assigns to Purchaser, its successors and assigns, all of Seller's rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Seller's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Seller had this Assignment and sale not been made.

(2) **Further Actions.** Seller shall execute all documents and take all other actions necessary or reasonably requested by Seller to assign all the rights, title and interest in and to the Marks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law principles.

(4) **Terms of the Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by reference. This Assignment does not enhance, diminish or modify the rights and obligations of Purchaser and Seller under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

[Signatures on the following page.]

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

CLEAR PAYMENTS, INC.

By: 

Randy Simondeaux, CEO

INGO MONEY, INC.

By: 

Drew Edwards, CEO

Signature Page to Trademark Assignment

EXHIBIT A
TRADEMARK SCHEDULE

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Clear Payments Incorporated	85127381	September 10, 2010	4058510	November 22, 2011
depositchoice	85/559,056	March 2, 2012	4217863	October 2, 2012
mobileUP	85/555,949	February 29, 2012	4297426	July 17, 2012