

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FedBid, Inc.		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FundsFlo, Inc.		
Street Address:	8500 Leesburg Pike		
Internal Address:	Suite 412		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86200104	FUNDSFLO	
CORRESPONDENCE DATA			
Fax Number:	2025301055		
<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:	202-530-1010		
Email:	ehaughey@fchs.com		
Correspondent Name:	Edmund J. Haughey		
Address Line 1:	975 F Street, NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, D.C. 20004-1462		
ATTORNEY DOCKET NUMBER:	04495.000200		
NAME OF SUBMITTER:	Edmund J. Haughey		
SIGNATURE:	/Edmund J. Haughey/		
DATE SIGNED:	06/22/2015		
Total Attachments: 6			
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Exhibit D

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement") is made and entered into as of May 22, 2015, by and between FedBid, Inc., a Delaware corporation (the "Seller") and FundsFlo, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, pursuant to which the Buyer will acquire from the Seller certain assets and business operations associated with the Seller's e-payment business (the "EPS Business") and the Seller will sell and assign to the Buyer such assets;

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Seller is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related intellectual property and goodwill of the EPS Business connected with the use of the trademark-related intellectual property that constitutes a portion of the Assets, which intellectual property is more particularly described in Exhibit 1 annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, Seller is the owner of the entire right, title, interest, benefits and privileges in and to the intellectual property relating to the EPS Business, including copyrights, domain names and patents, that is not included as the Trademark-Related Intellectual Property and that constitutes a portion of the Assets, which intellectual property is more particularly described in Exhibit 1 annexed hereto (the "General Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller wishes to assign to Buyer the Seller's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all other intellectual property listed in Schedule 1.1 of Asset Purchase Agreement; and

WHEREAS, Buyer is desirous of acquiring Seller's entire right, title, interest, benefits and privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Assets as required to be scheduled in Schedule 1.1 of the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment and Acceptance. Effective as of the Closing, Seller hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers and sets over (collectively, the "Assignment") to Buyer all of the rights, titles and interest, legal or equitable, in and to the intellectual property of the Seller included in the Assets, and all other corresponding

rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing intellectual property, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, and Buyer hereby accepts the Assignment.

(a) Trademark-Related Intellectual Property Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer, its successors, assigns and legal representatives, Seller's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to, United States and foreign, federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Trademark-Related Intellectual Property or otherwise enforce or exploit the Trademark-Related Intellectual Property, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.

(b) General Intellectual Property Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer, its successors, assigns and legal representatives, its entire right, title, interest, benefits, privileges and goodwill in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said General Intellectual Property of the Seller, including, without limitation, the right to sue any third parties for any past infringement of the General Intellectual Property or otherwise enforce or exploit the General Intellectual Property, the right to renew any registrations within or outside the United States based in whole or in part upon the General Intellectual Property.

3. Warranty of Title. Seller warrants title to the intellectual property as set forth in the Asset Purchase Agreement.

4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. Miscellaneous.

(a) Effectiveness. This Agreement is being entered into in connection with the Asset Purchase Agreement. This Agreement shall become automatically effective without any further action of the parties upon, and only upon, the closing of the transactions as contemplated by the Asset Purchase Agreement. In the event the Closing of the transactions contemplated by the Asset Purchase Agreement is not consummated and the Asset Purchase Agreement is terminated, this Agreement shall become null and void and of no further force and effect.

(b) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(d) Assignability. Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned, provided that (i) the Buyer may assign its rights under this Agreement to any affiliate and (ii) Buyer may assign its interest in this Agreement to any lender providing financing to Buyer for collateral security purposes. Any other purported assignment of this Agreement or any of the rights and obligations hereunder shall be null, void and of no effect.

(e) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

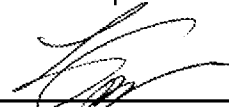
(g) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Seller and the Buyer. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

BUYER

FundsFlo, Inc.,
a Delaware corporation

By: 

Name: Luther Tupponce
Title: President and COO

SELLER

FedBid, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

BUYER

FundsFlo, Inc.,
a Delaware corporation

By: _____
Name: Luther Tupponce
Title: President and COO

SELLER

FedBid, Inc.,
a Delaware corporation

By: _____
Name: Joseph Jordan
Title: CEO

Exhibit 1

Intellectual Property

1. Trademark-Related Intellectual Property

- a. FundsFlo servicemark
- b. DealDesk servicemark

2. General Intellectual Property

- a. US Patent Application No. 13.833,264, entitled ESCROW PAYMENT SYSTEM FOR TRANSACTIONS, filed march 15, 2013
- b. The following domain names and registrations and associated certificates:
 - epscommerce.com
 - epscommerce.net
 - epscommerce.org
 - fundsflo.com
 - fundsflo.info
 - fundsflo.net
 - fundsflo.org
 - fundsflow.net
 - fundsflow.org
 - fundsfuel.com
 - fundsfuel.info
 - fundsfuel.net
 - fundsfuel.org
- c. Source code related to FundsFlo applications and the EPS Business, including code written in HTML, CSS, SOA, Java, JavaScript, etc.
- d. FundsFlo transaction data and associated databases
- e. All funds, bank information and bank interface manuals, policies and documentation related to the EPS Business
- f. All business documentation related to the EPS Business, including manuals, business plans, marketing collateral (including documents, data, visuals and video), logos, website content, SOPs, policies and other information
- g. FundsFlo, Inc. and EPS Commerce, Inc. names