

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/02/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CASH CYCLE SOLUTIONS, INC.		12/02/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BUSINESS INK, CO.		
<b>Street Address:</b>	10214 N. I-35,		
<b>Internal Address:</b>	BLDG. II		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78753		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4328618	CCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136582553		
<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>			
<b>Phone:</b>	7136581818		
<b>Email:</b>	esther.moron@chamberlainlaw.com		
<b>Correspondent Name:</b>	COLLIN A. ROSE/Chamberlain Hrdlicka		
<b>Address Line 1:</b>	1200 SMITH STREET,		
<b>Address Line 2:</b>	14TH FLOOR		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	090726-000004		
<b>NAME OF SUBMITTER:</b>	Esther Moron		
<b>SIGNATURE:</b>	/Esther Moron/		
<b>DATE SIGNED:</b>	06/26/2015		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment") is made and entered into effective as of December 2, 2014 (the "Effective Date") by and between CASH CYCLE SOLUTIONS, INC. a North Carolina corporation having a place of business at 3035 Horseshoe Lane, Suite R, Charlotte, North Carolina 28208, on its own behalf and on behalf of its wholly-owned subsidiary SEA-NET Holdings, Inc., a California corporation ("Assignor") and BUSINESS INK, CO. ("Assignee"), a Texas corporation having a place of business at 10214 N. I-35, Bldg. II, Austin, Texas 78753.

### RECITALS:

WHEREAS, Assignor is the sole owner of the trademarks, service marks, trade names, servicemark and trademark applications, and domain names identified on Exhibit 1, attached hereto and incorporated herein, including but not limited to all common law rights associated with the foregoing, all rights of priority associated with the foregoing together with the goodwill associated with the foregoing (collectively the "Trademarks");

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 2, 2014 by and among Assignee, Assignor, on its own behalf and on behalf of its wholly-owned subsidiary Sea-Net holdings, Inc., a California corporation and certain shareholders of Assignor (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Business Intellectual Property (as defined in the Agreement), including without limitation the trademarks, service marks, trade names, servicemark and trademark applications, and domain names of Assignor.

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications, and trade names, including without limitation the Trademarks;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged:

### AGREEMENTS:

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee hereby accepts the assignment and transfer of, Assignor's entire worldwide right, title, and interest in and to Assignor's registered and unregistered trademarks, service marks,

trade names, servicemark and trademark applications, and domain names, including without limitation the Trademarks, and together with all common law rights associated with the foregoing, all rights of priority associated with the foregoing together with the goodwill associated with the foregoing, and any and all rights and causes of action (including damages recoverable thereby) for past, present, and future unauthorized use of the Trademarks, including but not limited to all rights and causes of action for infringement and unfair competition.

Assignor further covenants and agrees that it and its representatives will, at Assignee's request and expense, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full the benefits of the rights and interests herein sold, assigned, transferred, and conveyed. This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Assignor represents and warrants that it owns all right, title, and interest in and to the Trademarks, that it has the authority to transfer all of the rights sold, assigned, transferred, and conveyed pursuant to this Agreement, and that it has not licensed anyone to use the Trademarks in any way.

The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respect entities.

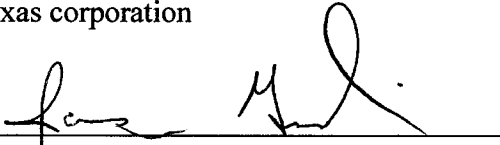
This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties may be delivered and made by original, facsimile, portable document format (pdf) or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

*[Signature Pages Attached]*

IN WITNESS WHEREOF, undersigned has caused this Assignment to be duly executed to be effective as of the Effective Date.

**ASSIGNEE:**

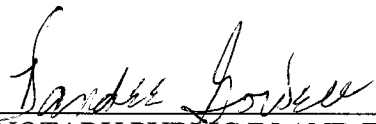
BUSINESS INK, CO.,  
a Texas corporation

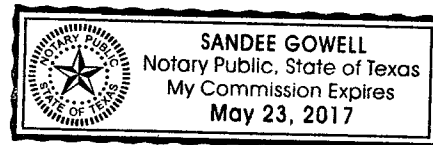
By:   
Name: James T. Goodwin  
Title: Executive Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. GOODWIN, EXECUTIVE VICE PRESIDENT of BUSINESS INK, CO., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of November, 2014.

  
NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS



IN WITNESS WHEREOF, undersigned has caused this Assignment to be duly executed to be effective as of the Effective Date.

**ASSIGNOR:**

CASH CYCLE SOLUTIONS, INC.,  
a North Carolina corporation

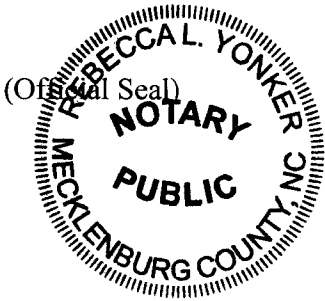
By: Kelly H Choate  
Name: Kelly Choate  
Title: President

Mecklenburg COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Kelly Choate  
Name(s) of principal(s)

Date: November 26, 2014.



Rebecca L. Yonker  
Official Signature of Notary

Rebecca L. Yonker, Notary Public  
Notary's printed or typed name

My commission expires: June 10, 2017

IN WITNESS WHEREOF, undersigned has caused this Assignment to be duly executed to be effective as of the Effective Date.

**ASSIGNOR:**

SEA-NET HOLDINGS, INC.  
a California corporation

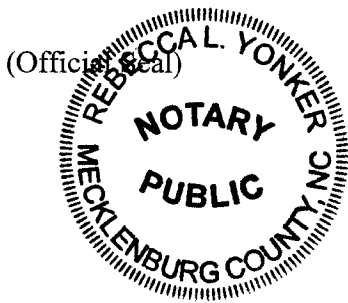
By: Kelly H Choate  
Name: Kelly Choate  
Title: President

Mecklenburg COUNTY, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Kelly Choate  
*Name(s) of principal(s)*

Date: November 26, 2014.



Rebecca L. Yonker  
*Official Signature of Notary*

Rebecca L. Yonker, Notary Public  
*Notary's printed or typed name*

My commission expires: June 10, 2017

**EXHIBIT 1**

Trademark:

CCS

Registration Number:

4328618

Date:

April 30, 2013

Exhibit 1