

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PrimeSys, L.P.		06/30/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paymetric, Inc.		
<b>Street Address:</b>	1225 Northmeadow Parkway, Suite 110		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30076		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4018915	PRIMESYS	
<b>Registration Number:</b>	4015953	SECUREENTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	17602-4		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	07/01/2015		
<b>Total Attachments: 5</b>			
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source=Paymetric PrimeSys - Exhibit F - Intellectual Property Assignment Agree #page3.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”), is entered into as of June 30, 2015, by and between PrimeSys, L.P, a Texas limited partnership (the “Assignor”) and Paymetric, Inc., a Delaware corporation (“Buyer”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor, Buyer and the other parties signatory thereto are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of June 30, 2015;

WHEREAS, Section 3.2(d) of the Purchase Agreement provides that, in connection with the Closing, the Assignor and Buyer shall execute and deliver an intellectual property assignment agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor wishes to assign to Buyer, and Buyer wishes to acquire from the Assignor all right, title and interest in any Owned Intellectual Property Rights (as defined in the Purchase Agreement) owned by the Assignor, including all registrations and applications for Owned Intellectual Property Rights set forth on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I  
ASSIGNMENT

Section 1.1 Assignment of Owned Intellectual Property Assets. The Assignor hereby transfers, conveys, assigns and delivers to Buyer, and Buyer hereby accepts from the Assignor, all of the Assignor’s right, title and interest in and to all Owned Intellectual Property Rights owned by the Assignor, including, without limitation, (i) all trademark registrations and applications and all goodwill associated therewith; (ii) all pending patent applications and registered patents; (iii) all copyright registrations and applications; and (iv) all Internet domain name registrations, including, without limitation, the registrations and applications set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the parties hereto), and including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign 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 the Assignor if this Assignment had not been made, together with the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements or other impairments of such Owned Intellectual Property Rights, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Owned Intellectual Property Rights, (b) apply for, make filings with respect to and maintain all

registrations, renewals and extensions thereof, and (c) any other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 1.2 The Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Owned Intellectual Property Rights set forth on Schedule I.

## **ARTICLE II ADMINISTRATION**

Section 2.1 Further Assurances. The Assignor shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, at Buyer's costs and expenses, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (3) obtaining any additional protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Notwithstanding anything to the contrary herein, this Assignment shall in no way affect the right of an Indemnitee (as defined in the Purchase Agreement) pursuant to Section 7.1(d)(ii) of the Purchase Agreement to participate in the defense of any Proceeding (as defined in the Purchase Agreement) against or involving an Indemnitee for which indemnification is provided.

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**BUYER:**

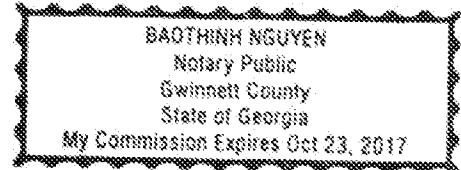
**PAYMETRIC, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Asif Rana  
Title: Chief Executive Officer

STATE OF Georgia,  
COUNTY OF Fulton, SS.

On this 22 day of June, 2015, there appeared before me Asif Rana,  
personally known to me, who acknowledged that he/she signed the foregoing Assignment as  
his/her voluntary act and deed on behalf and with full authority of Paymetric, Inc.

[Signature]  
Notary Public



## Schedule I

### Registered Trademarks

- PrimeSys, Trademark filed January, 2011, Serial Number 85225006, Registration Number 4018915.
- SecureEntry, Trademark filed February, 2011, Serial Number 85231703, Registration Number 4015953.

### Domain Names

- primesys.com
- primesys.net
- primesys.org
- primesys.us
- primesys.co.uk
- secure-entry.com
- secure-entry.net
- secureentry.net
- primesys-sa.com
- primsyssa.com
- primesyssecurityadvisors.com
- paysaas.com
- paysas.com