

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TouchPay Holdings, LP		01/12/2016	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	TouchPay Holdings, LLC		
Street Address:	12021 Sunset Hills Road		
Internal Address:	Suite 100		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3745698	TOUCHPAY	
Registration Number:	4434847	TOUCHPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7032885248		
Email:	jon@schiffirinlaw.com		
Correspondent Name:	Jon A. Schiffirin		
Address Line 1:	8201 Greensboro Drive		
Address Line 2:	Suite 300		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Jon A. Schiffirin		
SIGNATURE:	/jonaschiffirin/		
DATE SIGNED:	01/19/2016		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARK

WHEREAS, TouchPay Holdings, LP, a Texas Limited Partnership, having a business address of 4108 Amon Carter Blvd, Fort Worth Texas 76155, (hereinafter referred to as "Assignor") has adopted and is using or intends to use the marks TOUCHPAY, Registration No. 3,745,698, and



, Registration No. 4,434,847 (hereinafter referred to as the "Trademark");

WHEREAS, TouchPay Holdings, LLC, a Texas Limited Liability Company, having a business address of 12021 Sunset Hills Road, Suite 100, Reston Virginia 20190 (hereinafter referred to as "Assignee"), desires to acquire any and all rights and goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest, in and to the aforesaid Trademarks, including any causes in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the applications for the marks, and further hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned.

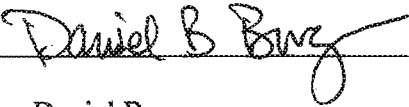
Assignee hereby accepts the sale, assignment, transfer and conveyance of the Trademarks and the associated goodwill to Assignor's business to which the Trademarks pertain.

Assignor retains no ownership rights in the Trademarks transferred to Assignee by this assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed by their duly authorized representatives on this twelfth day of January, 2016.

The Commissioner is requested to issue all post registration documents to Assignee.

TOUCHPAY HOLDINGS, LP

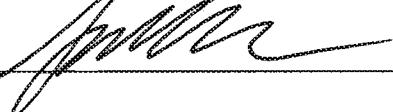
By: 

Name: Daniel Burgess

Title: Managing Partner

Date: January 12, 2016

TOUCHPAY HOLDINGS, LLC

By: 

Name: Anthony Bambocci

Title: President

Date: January 12, 2016