

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392759

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee entity citizenship previously recorded on Reel 005619 Frame 0104. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDPAY SYSTEMS, INC.		09/04/2015	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AFFINIPAY, LLC		
Street Address:	6200 Bridge Point Pkwy		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1962072	MEDPAY	
CORRESPONDENCE DATA			
Fax Number:	2027477674		
<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:	2027299890		
Email:	cwright@rctlegal.com		
Correspondent Name:	Chun T. Wright		
Address Line 1:	1775 Eye Street, NW		
Address Line 2:	Suite 1150		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Chun T. Wright		
SIGNATURE:	/Chun T. Wright/		
DATE SIGNED:	07/27/2016		
Total Attachments: 6			
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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDPAY SYSTEMS, INC.		09/04/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	AFFINIPAY, LLC		
Street Address:	6200 Bridge Point Pkwy		
Internal Address:	Building 4, Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration			

Number:	1962072	MEDPAY
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CORRESPONDENCE DATA

Fax Number: 2027477674
Phone: 2027299890
Email: cwright@rctlegal.com

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.

Correspondent Name: Chun Wright
Address Line 1: 1425 K Street, NW, Suite 350
Address Line 2: Suite 350
Address Line 4: Washinton, D.C. 20774

ATTORNEY DOCKET NUMBER:

AFFINIPAY, 4000.003(A)

NAME OF SUBMITTER:

Chun T. Wright

Signature:

/Chun T. Wright/

Date:

09/09/2015

Total Attachments: 4

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RECEIPT INFORMATION

ETAS ID: TM354438
Receipt Date: 09/09/2015
Fee Amount: \$40

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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of 9/4/15, is made by and between MEDPAY SYSTEMS, INC., a New York corporation ("Assignor") in favor of AFFINIPAY, LLC ("Assignee"), a Delaware company, the assignee of certain assets of Assignor.

WHEREAS, Assignor desires to convey, transfer and assign to Assignee certain intellectual property of Assignor, and Assignee desires to accept such conveyance, transfer, and assignment, and Assignor and Assignee further desire to execute and deliver this Trademark Assignment to effectuate such assignment and record such assignment with governmental authorities, which includes but is not limited to, the U.S. Patent and Trademark Office; and

WHEREAS, on and after the date of this Trademark Assignment, the parties hereto desire Assignee to control both: (i) the use of the Assigned Trademark (defined below); and (ii) the nature and quality of the goods or services offered in connection with the use of the Assigned Trademark.

NOW THEREFORE, for good and valuable consideration, including the promises, covenants, and conditions of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby confirm, acknowledge, covenant and agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration set forth on Schedule I hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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2. Control of Marks and Related Goods and Services. On and after the date of this Trademark Assignment, Assignee will control both: (i) the use of the Assigned Trademark; and (ii) the nature and quality of the goods or services offered in connection with the use of the Assigned Trademark.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts: Validity of Electronic Signatures. This Trademark Assignment may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any controversy or dispute arising out of this Trademark Assignment shall be brought exclusively in local or federal courts located in the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

MEDPAY SYSTEMS, INC.

By: 

Name: Justin Russell

Title: President

Date: 7/4/15

ASSIGNEE

AFFINIPAY, LLC

By: 

Name: John Porter

Title: Chief Financial Officer

Date: 8.31.2015

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SCHEDULE I

ASSIGNED TRADEMARK REGISTRATIONS

Assigned by MEDPAY SYSTEMS, INC.:

Mark: MEDPAY

U.S. Trademark Registration No.: 1,962,072

[Remainder intentionally blank]