

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400886

<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>
Burroughs, Inc.		09/16/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital Check Corporation		
<b>Street Address:</b>	630 Dundee Road		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<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>	4176758	RECEIPTNOW	
<b>Registration Number:</b>	3509516	SMARTSOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>	312-781-6013		
<b>Email:</b>	chicago.trademarks@klgates.com, kate.starshak@klgates.com		
<b>Correspondent Name:</b>	Kate Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>NAME OF SUBMITTER:</b>	Kate Starshak		
<b>SIGNATURE:</b>	/Kate Starshak/		
<b>DATE SIGNED:</b>	10/04/2016		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement, dated as of September 19, 2016 (this "Trademark Assignment"), is entered into by and between Burroughs, Inc., a Delaware corporation ("Seller") and Digital Check Corp., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein have the meanings assigned to them in the Asset Purchase Agreement.

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain Intellectual Property Assets of Seller, and is executing and delivering this Trademark Assignment to fulfill such obligation and for, among other purposes, recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, the parties agree as follows:

1. Assignment. In consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) The trademarks covered by the trademark registrations and trademark applications set forth in Schedule A, including all common law rights therefor, the unregistered trademarks and all common law rights therefor set forth in Schedule B, along with all other trademarks, service marks, trade names, trade dress, logos, business and product names and slogans exclusively used in or necessary for the conduct of the Business as currently conducted as described in the Asset Purchase Agreement, together with the goodwill connected with the use of and symbolized by the foregoing, and registrations and applications for registration thereof (collectively, the "Trademarks");

(b) all rights of any kind whatsoever of Seller 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.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office, and any other governmental officials, to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution and delivery of any documents, files, registrations, or other similar items, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

3. No Additional Representations and Warranties. Buyer acknowledges that Seller makes no representation or warranty with respect to the Trademarks being conveyed hereby except as specifically 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, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree 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. Successors and Assigns. The provisions of this Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Trademark Assignment without the consent of the other party hereto; provided, however, that Buyer may assign any or all of its rights or interests, or delegate any or all of its obligations, in this Trademark Assignment without the written consent of Seller to: (a) any lender to Buyer or its Affiliates as security for obligations to such lender(s) and (b) any subsequent purchaser of Buyer or any of its Affiliates or any material portion of their business or assets (whether such sale is structured as a sale of stock, sale of assets, a merger or otherwise).

6. Amendments and Waivers. Any provision of this Trademark Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Trademark Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or

privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any suit or other litigation arising in connection with this Trademark Assignment and any matter relating to this Trademark Assignment shall be brought or filed in the U.S. District Court for the State of Delaware or any Delaware state court.

8. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

\* \* \* \* \*

**BURROUGHS, INC.**

By: [Signature]  
Name: Peter Chung  
Title: Vice President  
Date: 9/16/2016

WITNESS:

By: MICHELLE WISSLEY  
Date: 9/16/2016

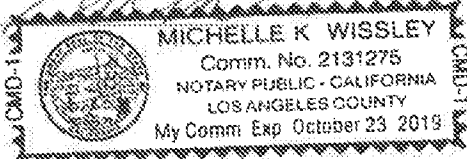
State of CALIFORNIA  
County of LOS ANGELES  
On 9/16/2016, I, MICHELLE K WISSLEY  
*Notary Public*

hereby confirm that the signature for Burroughs, Inc.  
is that of PETER CHUNG and that it has been shown  
*Name of Signatory*

to me that PETER CHUNG was, on the day of signing,  
*Name of Signatory*

authorized to validly sign along such an assignment on behalf of said company.

Notary Signature [Signature]



\* \* \* \* \*

ACCEPTED BY:  
**DIGITAL CHECK CORP.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_, I, \_\_\_\_\_  
*Notary Public*

hereby confirm that the signature for Digital Check Corp.  
is that of \_\_\_\_\_ and that it has been shown  
*Name of Signatory*

to me that \_\_\_\_\_ was, on the day of signing,  
*Name of Signatory*

authorized to validly sign along such an assignment on behalf of said company.

Notary Signature \_\_\_\_\_

IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

\* \* \* \* \*

BURROUGHS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 On \_\_\_\_\_, \_\_\_\_\_,  
*Notary Public*

hereby confirm that the signature for Burroughs, Inc.  
 is that of \_\_\_\_\_ and that it has been shown  
*Name of Signatory*

to me that \_\_\_\_\_ was, on the day of signing,  
*Name of Signatory*

authorized to validly sign alone such an assignment on behalf of said company.

Notary  
 Signature \_\_\_\_\_

\* \* \* \* \*

ACCEPTED BY:  
DIGITAL CHECK CORP.

By: \_\_\_\_\_  
Name: Thomas P. Anderson, Jr.  
Title: President & CEO  
Date: SEPT. 16, 2016

WITNESS:

By: Charles B. Brown

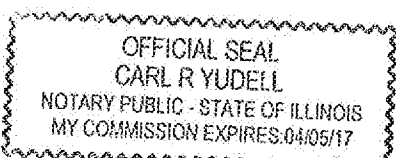
State of ILLINOIS  
 County of COOK  
 On SEPT. 16, 2016, CARL R. YUDELL  
*Notary Public*

hereby confirm that the signature for Digital Check Corp.  
 is that of THOMAS ANDERSON, JR. and that it has been shown  
*Name of Signatory*

to me that THOMAS ANDERSON, JR. was, on the day of signing,  
*Name of Signatory*

authorized to validly sign alone such an assignment on behalf of said company.

Notary  
 Signature Carl R. Yudell



**SCHEDULE A**

**ASSIGNED TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration number</b>	<b>Registration Date</b>
<b>RECEIPTNOW</b>	<b>United States</b>	<b>4,176,758</b>	<b>7/17/2012</b>
<b>SMARTSOURCE</b>	<b>Brazil</b>	<b>830945938</b>	<b>3/3/2015</b>
<b>SMARTSOURCE</b>	<b>China</b>	<b>9191943</b>	<b>3/21/2012</b>
<b>SMARTSOURCE</b>	<b>European Union</b>	<b>9778671</b>	<b>8/10/2011</b>
<b>SMARTSOURCE</b>	<b>United States</b>	<b>3,509,516</b>	<b>9/30/2008</b>
<b>SMARTSOURCE</b>	<b>Venezuela</b>	<b>316083</b>	<b>4/18/2012</b>



**SCHEDULE B**

**UNREGISTERED TRADEMARKS AND TRADE NAMES**

**Product Names**

<b>SmartJogger</b>	<b>SmartSource Professional</b>	<b>SmartSource Adaptive</b>	<b>SmartSource Professional UV</b>
<b>SmartSource Open Professional</b>	<b>SmartSource Open Adaptive</b>	<b>SmartSource Open Expert 2.0</b>	<b>SmartSource Professional Elite</b>
<b>SmartSource Merchant Elite</b>	<b>SmartSource Expert</b>	<b>SmartSource Micro</b>	<b>SmartSource MicroEX</b>
<b>SmartSource Micro Elite</b>	<b>SmartSource Open Expert</b>	<b>SmartSource Edge</b>	<b>SmartSource Intelligence</b>
<b>SmartSource UV Elite</b>	<b>SmartSource Expert 2.0</b>	<b>SmartSource Elite</b>	<b>SmartSource Advantage</b>

**Product Names**

<b>QuantumDS</b>	<b>Depot</b>	<b>Advanced</b>	<b>Exchange</b>
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**Software Names**

<b>SmartSourceCAPI</b>	<b>SmartSourceCAPI for Expert</b>	<b>SmartSource Expert DLL</b>	<b>SmartSource Expert DLL Alternative</b>
<b>CAPI for SourceNDP</b>	<b>SmartPVA</b>	<b>SmartPVA (Ethernet)</b>	<b>SmartSource CAPI for Linux</b>
<b>SmartSource MVX emulator</b>	<b>SSX Image Processing, Image Quality, and Image Security</b>	<b>Zorrotester</b>	