

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Certified Payment Processing, L.P.		01/01/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Think Point Financial, LLC		
Street Address:	3350 Boyington Drive		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76656722	SUMMIT MERCHANT SOLUTIONS	
Registration Number:	4032814	CERES NATIONAL	
Registration Number:	4259119	PROXIMA	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	015069.44333 Trademark As		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/Robert P. Felber, Jr./		
DATE SIGNED:	01/27/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS, ACCOMPANYING REGISTRATIONS AND GOODWILL

This Assignment of Trademarks and Service Marks and Accompanying Registrations and Goodwill (this "Assignment") is entered into effective as of January 1, 2017 (the "Effective Date"), by and between **CERTIFIED PAYMENT PROCESSING, L.P.**, a Texas limited partnership with offices at 100 Throckmorton Street, Suite 1800, Fort Worth, Texas 76102 (the "Assignor"), and **THINK POINT FINANCIAL, LLC**, a Delaware limited liability company with offices at 3350 Boyington Drive Carrollton, Texas 75006 (the "Assignee"), in accordance with the terms of that certain Assignment and Assumption Agreement dated effective as of January 1, 2017, by and between Assignor and Assignee (the "Controlling Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Controlling Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks and service marks listed on Exhibit A attached hereto (collectively, the "Marks"), the applications and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to such Marks, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

CERTIFIED PAYMENT
PROCESSING, L.P.

THINK POINT FINANCIAL, LLC

By Debra Bradford

By Alan R. Struble

Name: Debra Bradford

Name: Alan R. Struble

Title: President & CFO

Title: Vice President & General
Counsel

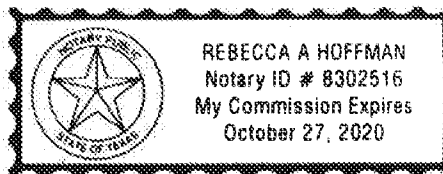
State of Texas)
County of TARRANT)

Before me, REBECCA A. HOFFMAN, a Notary Public in and for the County and State aforesaid, personally appeared **Debra Bradford**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be President & CFO (or other officer authorized to execute the instrument) of **Certified Payment Processing, L.P.**, the within named Assignor, and that she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in her capacity as President & CFO.

Witness my hand and seal, at office in FORT WORTH, TEXAS, this 27th day of JAN, 2017.

Rebecca A. Hoffman
Notary Public

My Commission Expires: 10-27-2020



State of Texas)
)
County of TARRANT)

Before me, REBECCA A. HOFFMAN, a Notary Public in and for the County and State aforesaid, personally appeared **Alan R. Struble**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President & General Counsel (or other officer authorized to execute the instrument) of **Think Point Financial, LLC**, the within named Assignee, and that he/she as such officer of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Vice President & General Counsel.

Witness my hand and seal, at office in FOOT WORTH, TEXAS, this 27th day of JAN, 2017.

Rebecca A. Hoffman
Notary Public

My Commission Expires: 10/27/2020

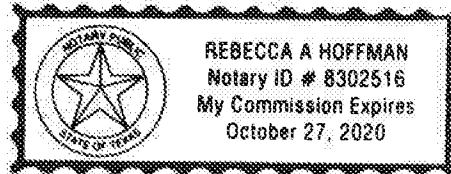


EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS/SERVICE MARKS, ACCOMPANYING
REGISTRATIONS AND GOODWILL

	MARK	SERIAL NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	GOODS/SERVICES
1.	SUMMIT MERCHANT SOLUTIONS	76656722	Filed March 16, 2006	financial services, namely, debit, credit, gift card transaction processing services (Class 36)
2.	CERES NATIONAL	4032814	Registered September 27, 2011	providing electronic processing of credit card, debit card, gift card, reward card, and automatic teller machine transactions; check verification services; leasing of point of sale payment processing equipment (Class 36)
3.	PROXIMA	4259119	Registered December 11, 2012	electronic payment terminal (Class 9)