

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420570

<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>
PAYMENT PROCESSING PARTNERS, INC.		02/07/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHARGEITPRO, INC.		
<b>Street Address:</b>	1455 NW LEARY WAY, SUITE 200		
<b>City:</b>	SEATTLE		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98107		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4940446	CHARGEITPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	206-224-8042		
<b>Email:</b>	amatherly@karrtuttle.com		
<b>Correspondent Name:</b>	Adam D. Matherly		
<b>Address Line 1:</b>	701 Fifth Avenue, Suite 3300		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	45952.001		
<b>NAME OF SUBMITTER:</b>	Adam D. Matherly		
<b>SIGNATURE:</b>	/Adam D. Matherly/		
<b>DATE SIGNED:</b>	03/21/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Assignment*”) is made and entered into by **PAYMENT PROCESSING PARTNERS, INC.**, a Nevada corporation (“*Assignor*”) in favor of **CHARGEITPRO, INC.**, a Washington corporation (the “*Company*”).

**WHEREAS**, Assignor has adopted, used and is the owner of the trademarks identified in the attached Exhibit A (together, the “*Marks*”); and

**WHEREAS**, in connection with the closing of a transaction under an Asset Purchase Agreement dated effective February 7, 2017 by and among Assignor, the Company, and the other parties named therein (the “*Agreement*”), Assignor wishes to assign the Marks, together with the goodwill associated with the Marks, to the Company:

**THEREFORE**, for good and valuable consideration, and in addition to such other instruments of transfer as are being given in connection with the closing of the transactions contemplated by the Agreement, Assignor hereby transfers, conveys and assigns to the Company and its successors in interest the entire right, title and interest of Assignor in and to the Marks, including all goodwill associated with the Marks, and U.S. Registration Numbers as set forth on the attached Exhibits, issued by the United States Patent and Trademark Office.

This Assignment is given pursuant to the Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit, or modify any of the obligations, agreements, covenants, or warranties of Assignor or the Company contained in the Agreement, all of which survive the execution, delivery and recording of this Assignment.

Dated and effective: February 7, 2017.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]*

Assignor:

**PAYMENT PROCESSING PARTNERS, INC.**

By: *Philip A Telesco*  
Name: Philip Telesco  
Title: President

Company:

**CHARGEITPRO, INC.**

By: *Dan Price*  
Name: Daniel Price  
Title: Chief Executive Officer