

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AutoPal Software, LLC		06/19/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Simnang IP, LLC		
Street Address:	140 N. Union Ave., Suite 240		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5070971	AUTOPAL	
Registration Number:	4353503	YOU'RE NOT ALONE WHEN GIVING A LOAN	
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>			
Email:	ipmail@djplaw.com		
Correspondent Name:	Durham Jones & Pinegar, P.C.		
Address Line 1:	3301 N. Thanksgiving Way Suite 400		
Address Line 4:	LEHI, UTAH 84043		
NAME OF SUBMITTER:	James A. Larson		
SIGNATURE:	/James A. Larson/		
DATE SIGNED:	07/19/2017		
Total Attachments: 6			
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OP \$65.00 5070971

TRADE MARK ASSIGNMENT AGREEMENT

This TRADE MARK ASSIGNMENT AGREEMENT (this “*Assignment Agreement*”) is made and entered into as of June 19th, 2017 (“*Effective Date*”) by and between Autopal Software, LLC a limited liability company, with its principal office at 140 N. Union Ave, Suite 240, Farmington, Utah 84025 (“*Assignor*”), and Simnang IP, LLC, a limited liability company with its principal office at 140 N. Union Ave, Suite 240, Farmington, Utah 84025 (“*Assignee*”) (each of Assignor and Assignee a “*Party*”, and collectively, the “*Parties*”).

WHEREAS, Assignor wishes to hereby assign to Assignee, and Assignee wishes to acquire from Assignor, any and all right, title and interest that Assignor owns in the trademarks listed on **Schedule A** as well as all rights to the Code and any associated copyrights therewith in **Schedule B** attached hereto, and all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (collectively, the “*Intellectual Property*”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

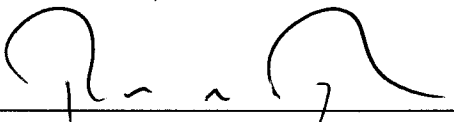
1. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor’s right, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property and specifically the trademarks, as successor of the business to which the Intellectual Property relates. For the avoidance of doubt, Assignor irrevocably and unconditionally assigns to Assignee all software described and associated under Schedule B including, but not limited to, any software, code, updates, derivatives, modifications, domain names, sub-domains, processes, repositories, copyrights and data associated therewith. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Intellectual Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.
2. Assignor hereby requests the USPTO, and any corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the assignee and owner of the Intellectual Property and specifically the trademarks.
3. This Assignment Agreement shall be construed and interpreted in accordance with the laws of the state of Utah without giving effect to any principles of conflict of laws.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Autopal Software, LLC

By: 

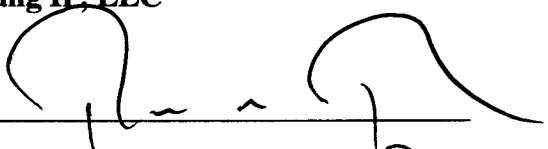
Name: Rhett M. Roberts

Title: President

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

Simnang IP, LLC

By: 

Name: Rhett M. Roberts

Title: President

SCHEDULE A

Trade Mark	Application Number	Filing Date	Registration Number	Registration Date	Class(es)
AUTOPAL	86/554,878	5 March 2015	5,070,971	1 November 2016	42
You're Not Alone When Giving a Loan	85/753,555	13 October 2012	4,353,503	18 June 2013	42

TRADEMARK ASSIGNMENT
(AutoPal Software, LLC)

TRADEMARK
REEL: 006108 FRAME: 0958

SCHEDULE B

Asset	Current Owner	New Owner
<p>Software Code</p> <ul style="list-style-type: none"> • AutoPal Software Platform • *autopalsoftware.com • *autopal.info • All code, copyrights, repositories, modifications, compiling, custom processes supporting the software accessible via the listed domains. AutoPal Wave product – with all associated code, repositories, and compiling. • 	AutoPal Software, LLC	Simnang IP, LLC
<p>Software Code (LoanPro)</p> <ul style="list-style-type: none"> • LoanPro Software Platform • *loanprosoftware.com • *Simnang.com (including at all sub-domains, including but not limited to loanpro.simnang.com) • All code, copyrights, repositories, modifications, compiling, custom processes supporting the software accessible via the listed domains. 	AutoPal Software, LLC	Simnang IP, LLC
<p>Software Code (Connections)</p> <ul style="list-style-type: none"> • Connections Software Platform • *connections.simnang.com • *connection.simnang.com • All code, copyrights, repositories, modifications, compiling, custom processes supporting the software accessible via the listed domains. 	AutoPal Software, LLC	Simnang IP, LLC
<p>Software Code (PCI-Wallet)</p> <ul style="list-style-type: none"> • PCI-Wallet Software Platform • *Easypay.simnang.com 	AutoPal Software, LLC	Simnang IP, LLC

TRADEMARK ASSIGNMENT
(AutoPal Software, LLC)

TRADEMARK
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<ul style="list-style-type: none"> • *merchantconnect.simnang.com • *pciwallet.simnang.com • All code, copyrights, repositories, modifications, compiling, custom processes supporting the software accessible via the listed domains. 		
<p>Software Code (SOS)</p> <ul style="list-style-type: none"> • SOS Software Platform • Simnang.com • *sos.simnang.com • *sosadmin.simnang.com • All code, copyrights, repositories, modifications, compiling, custom processes supporting the software accessible via the listed domains. 	<p>AutoPal Software, LLC</p>	<p>Simnang IP, LLC</p>

TRADEMARK ASSIGNMENT
(AutoPal Software, LLC)

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