

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Billing Concepts, Inc.		10/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSG Wireless Limited		
Street Address:	Wasing Pavilion Wasing Lane		
Internal Address:	Aldermaston		
City:	Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG7 4LY		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3094823	EZ-WI	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	(212) 735-2635		
Email:	smarquez@skadden.com		
Correspondent Name:	Andrew Gish		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	172080/9		
NAME OF SUBMITTER:	Andrew Gish		
SIGNATURE:	/Andrew Gish/		
DATE SIGNED:	10/30/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Trademark Assignment"), effective as of October 11, 2017 (the "Effective Date"), is by and among **Billing Concepts, Inc.**, a Delaware corporation, located at 7411 John Smith Drive, Suite 15, San Antonio, Texas 78229, and **BSG Wireless Limited**, a United Kingdom Company, located at Wasing Pavilion, Wasing Lane, Aldermaston, Berkshire RG7 4LY ("Assignee"), together with Assignor, the "Parties", and each individually, a "Party").

WHEREAS, Billing Concepts, Inc. is the owner of the trademark EZ-WI, which is registered in the United States Patent and Trademark Office at Registration No. 3,094,823 on May 23, 2006 (the "Mark");

WHEREAS, Assignor wishes to assign all its right, title and interest in the Mark and the goodwill connected with the use thereof and symbolized thereby to Assignee, and Assignee wishes to acquire the same;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Trademark Assignment. Assignor does hereby irrevocably assign, transfer, set over, and deliver to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Mark, the registrations thereof and applications therefore, together with (i) the goodwill of the business connected with the use of and symbolized by the Mark, (ii) all causes of action, claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, or other violation, including past infringement, dilution, unfair competition, or other violation, of the Mark, and (iii) all rights corresponding thereto throughout the world.

2. Further Assurances. Assignor agrees to cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may reasonably request to perfect or record Assignee's right, title and interest in and to the Trademarks.

3. Counterparts; Effectiveness. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Trademark Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

5. Governing Law; Jurisdiction. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the United States District Court for the Western District of Texas, San Antonio Division.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Assignment has been executed on behalf of the Parties on the date first written above.

ASSIGNOR:

Billing Concepts, Inc.

By: Bridget A. Mimiari

Name: Bridget A. Mimiari

Title: General Counsel

Date: 10-26-2017

ASSIGNEE:

BSG Wireless Limited (UK)

By: Bridget A. Mimiari

Name: Bridget A. Mimiari

Title: General Counsel

Date: 10-26-2017