

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEX Inc.		11/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PDI-TP LLC		
<b>Street Address:</b>	c/o Professional Datasolutions, Inc.		
<b>Internal Address:</b>	3407 South 31st Street, Suite 200		
<b>City:</b>	Temple		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76502		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3347331	TELAFUEL	
<b>Registration Number:</b>	3347326	TELAPOINT	
<b>Registration Number:</b>	4074249	TELAPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	212.310.8061		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Daniel R. Cohl		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Daniel Cohl 68349.0011		
<b>NAME OF SUBMITTER:</b>	Daniel R. Cohl		
<b>SIGNATURE:</b>	/Daniel R. Cohl/		
<b>DATE SIGNED:</b>	11/01/2017		
<b>Total Attachments: 5</b>			

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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), effective as of November 1, 2017 ("Effective Date"), is entered into by and between WEX Inc., a Delaware corporation ("Assignor"), and PDI-TP LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, the Assignor is the owner of certain trademarks and/or pending applications for registration of trademarks as identified on Schedule A hereto (the "Assigned Trademarks").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor agreed to, among other things, sell, transfer and assign to Assignee all of Assignor's right, title and interest in or relating to the Assigned Trademarks, under the laws of any jurisdiction throughout the world, on the terms contained in the Asset Purchase Agreement.

**WHEREAS**, the parties wish to record such assignment with the appropriate governmental entities.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
2. As may be reasonably requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal-representatives, in a commercially reasonable manner and at the cost and expense of the Assignee, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

3. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.
4. Nothing herein contained will itself change, amend, extend or alter (nor will it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement will control.
5. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this 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 Assignment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:** WEX Inc., a Delaware corporation

By: Hilary Rapkin  
Name: Hilary A. Rapkin  
Title: Senior Vice President

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006194 FRAME: 0547**

**ASSIGNEE:**

PDI-TP LLC, a Delaware limited liability  
company

By: 

Name: Jimmy Francis

Title: Chief Executive Officer

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006194 FRAME: 0548**

**Schedule A**

**Assigned Trademarks**

Trademark	Country	Registration No.	Registration Date	Owner
TELAFUEL	United States	3,347,331	December 4, 2007	WEX Inc.
TELAPOINT	United States	3,347,326	December 4, 2007	WEX Inc.
TELAPOINT (STYLIZED AND DESIGN)	United States	4,074,249	December 20, 2011	WEX Inc.