

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadway Billing Systems, LLC		09/19/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bill4Time, LLC		
Street Address:	15400 SE 30th Place, Suite 202		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4454561	BILL4TIME	
Serial Number:	87509218	BILL4TIME	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	127402-0001		
NAME OF SUBMITTER:	Patchen M. Haggerty		
SIGNATURE:	/Patchen M Haggerty/		
DATE SIGNED:	11/03/2017		
Total Attachments: 9			
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EXECUTION VERSION

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the “*Assignment*”) is made and entered into on this 19th day of September, 2017 (the “*Effective Date*”), by and among Broadway Billing Systems, LLC, a New York limited liability company (“*Assignor*”) on the one hand, and Bill4Time, LLC, a Delaware limited liability company (“*Assignee*”), on the other hand.

WHEREAS, Assignor, Assignee, and certain holders of the membership interests of Assignor have entered into that certain Asset Purchase Agreement of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell and transfer to Assignee all of the Acquired Assets (as defined therein);

WHEREAS, it is a condition to the execution of the Purchase Agreement, and the consummation of the transactions contemplated therein, that Assignor agreed to enter into this Assignment, and Assignor would not have entered into the Purchase Agreement but for Assignor’s execution of this Assignment;

WHEREAS, Assignor, owns the entire right, title and interest in and to the inventions that are the subject of the U.S. applications listed on Schedule A, attached hereto and made a part hereof (hereinafter the “*Inventions*”) or improvements and in and to said inventions, and in, to and under any and all Letters of Patent which may be granted on or as a result thereof in the United States and Canada;

WHEREAS, Assignor owns the entire right, title and interest in and to the registered U.S. Trademarks listed on Schedule B, attached hereto and made a part hereof (hereinafter the “*Trademarks*”);

WHEREAS, the Assignor, has been assigned and owns the entire right, title and interest in and to the registered United States Copyrights listed on Schedule C, attached hereto and made a part hereof (the “*Copyrights*”);

WHEREAS, the Assignor owns the entire right, title and interest in and to the external and .outlookgroup.com domain names listed on Schedule D, attached hereto and made a part hereof (hereinafter the “*Domain Names*”);

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the said Inventions or improvements and in, to and under any and all Letters of Patent which may be granted on or as a result thereof in the United States, the Trademarks, the Copyrights and the Domain Names (collectively, the “*Intellectual Property*”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, transfers and assigns to Assignee all or its entire right, title and interest in and to Assignor’s Intellectual Property (as defined below), including, without limitation, those items set forth on Schedules A, B, C and D attached hereto, (collectively, the “*Assigned IP*”). Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademarks, service marks and copyright registrations or

recordations in the United States and in foreign countries in connection with the Assigned IP, and to secure in its own name the patents and trademarks, service marks, and copyright registrations granted thereon. Assignor hereby further authorizes and requests the applicable domain name registrars to reflect Assignee as the assignee and owner of the assigned domain names in records. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Assigned IP at the sole expense of Assignee.

"Intellectual Property" means all current and future worldwide common law and statutory rights, whether arising under the laws of the United States of America or any other state, country, jurisdiction, government, or public legal authority, in, to, or associated with (i) patents, patent applications, and invention disclosures; (ii) copyrights, copyright registrations and applications therefor, moral rights, and mask work rights; (iii) the protection of trade or industrial secrets or confidential information; (iv) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor; (v) trademarks, service marks, and other designations of source or origin and all related goodwill; (vi) industrial designs; (vii) all rights in databases and data collections; (viii) all other intellectual property rights and proprietary rights; (ix) all claims, actions, rights, and demands to the extent related to any of the foregoing, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom; (x) any analogous rights to those set forth above; (xi) divisions, continuations, continuations-in-part, counterparts, re-examinations, post-grant reviews, inter parties reviews, supplemental examinations, provisionals, renewals, reissuances, and extensions of the foregoing (as applicable), including the right to claim priority to the patents and patent applications; and (xii) rights to apply for, file for, certify, register, record, or perfect any of the foregoing.

2. Recordation. On the Effective Date, Assignor hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned IP registered in the corresponding jurisdiction.

3. Further Assurances. Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest, and record good title to the Assigned IP in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Such cooperation will include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of assignments, petitions, oaths, specifications, declarations, or other papers, and other assistance: (i) for obtaining, perfecting and maintaining in Assignee or its assignees or successors the right, title, and interest herein conveyed; (ii) for complying with any duty of disclosure to the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) for prosecuting any applications included in the Assigned IP; (iv) for filing and prosecuting substitute, divisional, continuing, or additional applications covering revival or reissue of the Assigned IP; (v) for interference or other priority proceedings involving the Assigned IP; and (vi) for legal proceedings involving the Assigned IP, any applications therefor, and any patents, copyrights, or trademarks granted thereon, including opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, litigation discovery obligations or requests, infringement actions, and court actions. In the event

that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee reasonably requests Assignor to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This appointment will be deemed coupled with an interest and is irrevocable.

4. Waiver of Moral Rights. To the full extent permissible under applicable law, Assignor hereby irrevocably and unconditionally assigns to Assignee and waives and agrees never to assert or enforce any Moral Rights (as defined below) in or with respect to any and all of the Assigned IP that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights. "*Moral Rights*" means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

5. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

BROADWAY BILLING SYSTEMS, LLC

Date: September 18, 2017

By: 

Name: Morris Tabush

Title: Manager

Witness: 

Name: Sarah Benji

Address: 122 West 27th Street, 11th Floor

New York, New York 10001

AND the Assignee hereby accepts this assignment.

BILL4TIME, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

BROADWAY BILLING SYSTEMS, LLC

Date: _____

By: _____

Name: _____

Title: _____

Witness: _____

Name: _____

Address: _____

AND the Assignee hereby accepts this assignment.

BILL4TIME, LLC

By: William Mabry

Name: william mabry

Title: Vice President and Secretary

SCHEDULE A—PATENT APPLICATIONS

None.

SCHEDULE C—COPYRIGHTS

None.

SCHEDULE D—DOMAIN NAMES

- a. b4t.co
- b. bill4time.com
- c. billfourtime.com
- d. billfortime.com
- e. bill4timelaw.com
- f. bill4time.co.uk
- g. b4tportal.info
- h. b4tportal.com
- i. bill4timelegal.com

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