

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paysafe, LLC		12/22/2017	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Paysafe Acquisition, LLC		
Street Address:	1331 17th Street		
Internal Address:	Suite 1250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4169220	PAYSAFE	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@llegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39138-109161		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	01/05/2018		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of December 22, 2017 (the "Effective Date") and is by and between PAYSAFE, LLC a Nebraska limited liability company ("Assignor"), and PAYSAFE ACQUISITION, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 22, 2017 (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor agreed to sell, transfer, convey and deliver all right, title and interest in and to certain Assets of Assignor, including certain intellectual property and intangible assets of Assignor, related to the Business, as more fully described in the Purchase Agreement, on the terms and subject to the conditions set forth in the Purchase Agreement.

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the sale, conveyance, assignment, transfer and delivery to Assignee of such intellectual property and intangible assets of Assignor and recording the same with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the sum of U.S. One Dollar (\$1.00) and the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee has purchased and acquired from Assignor, and hereby purchases and acquires from Assignor, all right, title and interest in, to and under the intellectual property and intangible assets related to the Business, including without limitation: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including without limitation those identified on Schedule A attached hereto; (b) all registered and unregistered trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, URLs, email addresses, social media account names and handles, and rights in telephone and fax numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Schedule A attached hereto; (c) all works of authorship, copyrightable works, all copyrights (registered or unregistered), and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Schedule A attached hereto; (d) all trade secrets and confidential information, including without limitation those identified on Schedule A attached hereto; (e) all ideas, concepts, technology, discoveries, research and development, know-how, recipes, formulae, formulations, compositions, manufacturing and production processes and techniques, processes, methods of doing business, research and development information, software and software development methodologies, technical data, designs, drawings, specifications, rights in molds, website content, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, including without limitation those identified on Schedule A attached hereto; (f) all applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force; and, (g) all claims, causes of action

and damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue and collect damages therefor); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights (collectively, the "Intellectual Property Assets"). To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the foregoing, Assignor hereby irrevocably waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Cooperation. Assignor shall, at Assignor's expense, undertake to do or cease to do all such acts as Assignee may reasonably direct, and to execute, or cause its employees and agents to execute, all such documents as Assignee deems reasonably necessary or helpful, to evidence, effect, vest and/or perfect in Assignee, and to assure further the rights, title and interest of Assignee, in and to the Intellectual Property Assets, and to protect and/or enforce such Intellectual Property Assets. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact with full power to execute, acknowledge, deliver and record on Assignor's behalf any and all such documents for such purposes. This appointment shall be a power coupled with an interest.

3. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law or conflict of law rules.

5. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

6. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page follows]

[Signature page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

PAYSAFE, LLC,
a Nebraska limited liability company

By: 

Name: Matthew C. McColled
Title: Member

~~3014 North 161st Terrace
Omaha, NE 68118~~

1404 Fort Crook Rd S
Bellevue, NE 68005

ASSIGNEE:

PAYSAFE ACQUISITION, LLC,
a Delaware limited liability company

By: Accruit, LLC, its Manager

By: 

Brent C. Abraham, Chief Executive Officer

1331 17th Street, Suite 1250
Denver, Colorado 80202
E-mail: brenta@accruit.com

SCHEDULE A

Registered Trademarks

<u>Country</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Registrant</u>
United States	PAYSAFE	85359747	June 29, 2011	4169220	July 3, 2012	PaySAFE, LLC
United States - Nebraska	PAYSAFE	20-008153		NE10149617	June 22, 2011	Sentiel Financial Services, Inc.

Corporate Names; Domain Names; Logo; Unregistered Trademarks

PaySAFE, LLC
PaySAFE Escrow, Inc.

www.paysafeescrow.com



Copyrights

Any and all software that provides the functionality of the website hosted at www.paysafeescrow.com as of the Effective Date of this Agreement, including without limitation the source code, object code, documentation, application programming interfaces (APIs), databases, scripts, application workflows that process escrow requests, administrative functionality, and software and workflow that generates the APIs, admin functionality and website workflow.