

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RevenueWire Inc.		12/29/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Futurepay Inc.		
<b>Street Address:</b>	3411 Silverside Road		
<b>Internal Address:</b>	Tatnall Building, Suite 104		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4434614	FUTUREPAY	
<b>Registration Number:</b>	5215338	FUTUREPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123327701		
<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>	312-332-7720		
<b>Email:</b>	RJGdocket@AdvitamIP.com		
<b>Correspondent Name:</b>	Richard J. Gurak		
<b>Address Line 1:</b>	150 S. Wacker Drive, Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Richard J. Gurak		
<b>SIGNATURE:</b>	/Richard J. Gurak/		
<b>DATE SIGNED:</b>	03/16/2018		
<b>Total Attachments: 2</b>			
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**THIS TRADE-MARK ASSIGNMENT** made as of 29 December 2017.

BETWEEN:

**REVENUEWIRE INC.**, a British Columbia company having a registered office at 3<sup>rd</sup> Floor, 26 Bastion Square, Victoria, British Columbia V8W 1H9

(the "Assignor")

AND:

**FUTUREPAY INC.**, a Delaware company having a registered office at 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810

(the "Assignee")

**WHEREAS:**

- A. The Assignor is the legal and beneficial owner of all right, title, and interest in and to the Trademarks and the registered Trademarks as described and depicted in Schedule 'A', annexed to this Trade-mark Assignment (the "Trademarks").
- B. The Assignee wishes to acquire from the Assignor all of the Assignor's right, title and interest in and to the Trademarks, and all goodwill associated therewith.
- C. The Assignor has agreed to convey the Trademarks to the Assignee in accordance with the terms and conditions set out in this Trade-mark Assignment.

**THEREFORE** in consideration of the premises and of the mutual covenants and agreements herein contained and for other consideration acknowledged by the parties to be of good and sufficient value, the Assignor and Assignee covenant and agree as follows:


- 1. Effective as of the date first written above, the Assignor hereby assigns to the Assignee all right, title and interest in and to the Trademarks and all goodwill associated therewith.
- 2. The Assignor will, from time to time and where required by the Assignee give, make, execute, deliver and do all further assurances, documents, instruments and acts as may be required for the purpose of giving full effect to the terms and provisions of this Trade-mark Assignment.
- 3. This Trade-mark Assignment will be construed in accordance with and governed by the laws of the Province of British Columbia.

**IN WITNESS WHEREOF** the Assignor and the Assignee have caused this Trade-mark Assignment to be executed on the day, month and year first above written.

**REVENUEWIRE INC.**

**FUTUREPAY, INC.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

Per:

  
\_\_\_\_\_  
Authorized Signatory

Schedule A  
**TRADEMARKS**

Mark (Descriptive Reference)

Canadian Intellectual Property Office

**FUTUREPAY**

**Registration Number - TMA879755**  
**Application Number - 1555534**  
**Original Registration Date - 10 June 2014**

Mark (Descriptive Reference)

United States Patent and Trademark Office

**FUTUREPAY (design mark)**

**Registration Number - 4434614**  
**Serial Number - 85496752**  
**Original Registration Date - 19 November 2013**

**FUTUREPAY**

**Registration Number - 5215338**  
**Serial Number - 87128121**  
**Original Registration Date - 30 May 2017**

Mark (Descriptive Reference)

European Trademark Register

**FUTUREPAY (design mark)**

**Registration Number - 012003431**  
**Application Number - 012003431**  
**Original Registration Date - 17 December 2013**