

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474616

<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>
Novel National LLC		11/21/2013	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Novel Partners LLC		
<b>Street Address:</b>	25 Robert Pitt Drive, Suite 204		
<b>City:</b>	Monsey		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10952		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4038636	NOVELPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000558		
<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>	214-651-5066		
<b>Email:</b>	jeff.becker@haynesboone.com		
<b>Correspondent Name:</b>	Jeffrey M. Becker c/o Haynes and Boone		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	25151.73_08287		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Becker		
<b>SIGNATURE:</b>	/Jeffrey M. Becker/		
<b>DATE SIGNED:</b>	05/18/2018		
<b>Total Attachments: 6</b>			
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**GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT**

THIS GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of November 21, 2013 (the "Effective Date"), is made and entered into by and between NOVEL NATIONAL LLC, a New York limited liability company (the "Contributor"), and NOVEL PARTNERS LLC, a New York limited liability company (the "Company").

**WITNESSETH:**

WHEREAS, [REDACTED] collectively own 100% of the Membership Interests of the Contributor (collectively, [REDACTED] are referred to herein as the "Members");

WHEREAS, the Company was formed on October 30, 2013 by Contributor, as its initial member, to render electronic billing and payment services to owners and operators of residential and commercial real estate properties, including real property management, parking garage rentals and self-storage industries and any directly related industries (the "Real Estate Billing and Payment Processing Business"), and the Contributor entered into a Limited Liability Company Agreement (the "Initial Operating Agreement") with the Company on such date;

WHEREAS, on the date hereof, the Contributor wishes to contribute, as a contribution to the capital of the Company, substantially all of its assets, subject to certain disclosed liabilities, and its ongoing business, all relating to the operation of the Real Estate Billing and Payment Processing Business (the "Contributed Business"), to the Company, pursuant to the terms and conditions of this Agreement; and

WHEREAS, simultaneous with the execution of this Agreement, the Company is (i)

[REDACTED]

WHEREAS, simultaneous with the execution of this Agreement and the Commercial

[REDACTED]

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**Section 1. Capital Contribution of Contributor.** As a contribution to capital, except for the Excluded Assets set forth in Section 2 hereof, the Contributor hereby irrevocably transfers, conveys, assigns and delivers to the Company all of Contributor's right, title and interest in, to and under the following assets, properties and rights of the Contributor, as the same exist on the Effective Date (the "**Contributed Assets**"), free and clear of all mortgages, liens, security interests, encumbrances, claims, charges and restrictions of any kind or character (collectively, "**Liens**");

(i) [Intentionally Omitted]

(ii) Inventory. All inventories of work-in-process, active job orders, office and other supplies, and other accessories related thereto, which are used or held for use by the Contributor with respect to the Contributed Business, together with all rights against suppliers of such inventories (the "**Inventory**");

(iii) Tangible Personal Property. All furniture, fixtures, equipment, machinery and other tangible personal property (other than Inventory) of the Contributor that is used by the Contributed Business, including without limitation, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person (as defined in Section 8.2) and the specific tangible personal property described on **Schedule 1(iii)** (the "**Tangible Personal Property**");

(iv) Personal Property Leases. The leases or subleases of Tangible Personal Property relating to the Contributed Business, together with any options to purchase the underlying property listed on **Schedule 1(iv)** (the "**Personal Property Leases**");

(v) Customer List. All of the Contributor's current and prospective customers with respect to the Contributed Business (the "**Customers**"), and the Customer list and Customer data of the Contributor;

(vi) Contracts. All of the Contributor's existing agreements, including employment agreements, commitments, leases, licenses, evidences of indebtedness running in favor of the Contributor, mortgages running in favor of the Contributor, indentures running in favor of the Contributor, security agreements running in favor of the Contributor, instruments or other contracts (other than the Personal Property Leases and the Accounts Receivable) to which the Contributor is a party which, in each case, relate to the Contributed Business, including the contracts and agreements listed on **Schedule 1(vi)** (the "**Contracts**");

(vii) Intangible Personal Property. All Intellectual Property (as defined in Section 9) of the Contributor that relate to the Contributed Business (including without limitation, the Contributor's goodwill therein) and all rights, privileges, claims, causes of action and options relating or pertaining to the business of the Contributor or the Contributed Assets (including, but not limited to, the name "NovelPay" (or any variations thereof)), as well as

the business processes and practices of the Contributor that relate to the Contributed Business;

(viii) Security Deposits. All security deposits relating to the Contributed Business;

(ix) Books and Records. All books and records of the Contributor relating to the Contributed Business, including but not limited to, financial statements, journals, ledgers, correspondence, customer records, employment records for current employees, books of account and accountant's work papers;

(x) Permits. All permits, licenses, and other governmental certificates, authorizations and approvals relating to the Contributed Business (the "**Permits**");

(xi) Real Property Leases. The real property leases, subleases, licenses and other occupancy agreements listed on **Schedule 1(xi)** as to which the Contributor is the lessor or sublessor (the "**Real Property Lease**");

(xii) Goodwill. All of the Contributor's goodwill associated with respect to the Contributed Business;

(xiii) Prepaid Expenses. All prepaid expenses, other than prepaid property and casualty insurance with respect to the Contributed Business (the "**Prepaid Expenses**"); and

(xiv) Other Assets. All other assets and properties of every kind and nature owned or held by the Contributor relating to the Contributed Business, or in which the Contributor has an interest, known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent, or otherwise, whether or not specifically referred to in this Agreement.

The Company hereby accepts the transfer, conveyance, assignment and delivery of all of the Contributed Assets.

**Section 2. Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, the following assets and properties and rights (the "**Excluded Assets**") shall be excluded from and shall not constitute Contributed Assets transferred to the Company: (i) the minute books and other documents of the Contributor relating to its organization, maintenance and existence; (ii) any rights of the Contributor under this Agreement; (iii) any Tax (as defined in Section 9 hereof) refunds of the Contributor relating to periods prior to the date hereof, (iv) all Plans, (v) any insurance policies or rights thereunder; provided, however, proceeds of insurance policies which relate to claims based on events occurring prior to the date hereof shall not be an Excluded Asset if the proceeds cover an Assumed Liability (as defined in Section 3 hereof) or relate to a Contributed Asset; (vi) all "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) and all bonus, incentive, deferred compensation, profit sharing, stock option, restricted stock, stock appreciation rights, phantom stock, equity based compensation, retiree medical or life insurance, supplemental retirement, nonqualified trusts, severance or other benefit plans, programs or arrangements, whether formal or informal, whether or not set forth in writing, whether covering

(including liabilities for Taxes), obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively "Losses") arising out of, that may be imposed on or incurred by the Company as a consequence of or in connection with (i) any breach or failure by the Contributor to comply with perform or discharge any obligation, agreement or covenant contained in this Agreement; or (iii) the assertion by any third party of any claim or cause of action relating to any Retained Liability or Excluded Asset.

(b) The Company agrees to defend, indemnify and hold the Contributor harmless from and against any and all liability for, payments of all Losses arising out of, that may be imposed on or incurred by the Contributor and its officers, directors, employees, agents and affiliates as a consequence of or in connection with (x) any breach or failure by the Company to comply with perform or discharge any obligation, agreement or covenant by the Company contained in this Agreement; or (y) the assertion by any third party of any claim or cause of action relating to any Assumed Liability.

(c) The Company hereby agrees to indemnify each of Ernest Muller and Isaac Muller for any losses suffered by such Persons in respect of their personal guaranties of the Company's obligations, including, but not limited to those for the payment processing system that is used by the Company to operate its business, except with respect to losses arising out of such Person's bad faith, gross negligence, fraud or willful misconduct.

**Section 8. Governing Law.** This Agreement shall be governed by the laws of the State of New York.

**Section 9. Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

**Section 10. Definitions.**

An "**Affiliate**" of any Person, shall mean any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Person.

"**Balance Sheet Date**" shall mean September 30, 2013.

"**Contributor Balance Sheet**" shall mean the balance sheet of the Contributed Business as of the Balance Sheet Date, compiled on a pro-forma basis excluding all of the Contributor's Excluded Asset and Retained Liability, which is attached hereto as **Schedule 10**.

"**Intellectual Property**" shall include, without limitation, any or all of the following and all rights, whether statutory or common law, associated therewith: (a) all domestic and foreign patents and applications thereof and all reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not),

invention disclosures, improvements, trade secrets, confidential or proprietary information, know how, technology, data and customer lists, rights of privacy and publicity, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications thereof, the content of all of the Contributor's websites and all other rights corresponding thereto throughout the world; (d) all mask works, mask work registrations and applications thereof; (e) all industrial designs and any registrations and applications thereof; (f) all trade names, logos, domain names, trade dress, trade secret, common law trademarks and service marks, trademark and service mark registrations and applications thereof and all goodwill associated therewith; and (g) all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and all documentation related to any of the foregoing.

**"Person"** shall mean and include an individual, a company, a joint venture, a corporation (including any non-profit corporation), an estate, an association, a trust, a general or limited partnership, a limited liability company, a limited liability partnership, an unincorporated organization and a government or other department or agency thereof.

**"Taxes"** shall mean taxes, duties, charges or levies of any nature imposed by any taxing or other Governmental or Regulatory Authority, including without limitation income, corporation, gains, capital gains, surtax, capital, franchise, capital stock, value-added taxes (including for the avoidance of doubt value added tax as provided for in Council Directive 2006/112/EC), taxes required to be deducted from payments made by the payor and accounted for to any tax authority, employees' income withholding, back-up withholding, withholding on payments to foreign Persons, social security, national insurance, unemployment, worker's compensation, payroll, disability, real property, personal property, sales, use, goods and services or other commodity taxes, business, occupancy, excise, customs and import duties, transfer, stamp (including for the avoidance of doubt stamp duty land tax provided for in Part 4 of UK Finance Act 2003), gift, inheritance and other taxes (including interest, penalties or additions to tax in respect of the foregoing), and includes all taxes payable by the Contributor pursuant to Treasury Regulations §1.1502-6 or any similar provision of state, local or foreign law.

**Section 11. Counterparts.** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument. Facsimile or other digitally transmitted counterparts to this Agreement shall be acceptable and binding.


**Section 12. Entire Agreement.** This Agreement, including the Schedules referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

**Section 13. Amendments.** This Agreement may not be amended, supplemented or modified orally, but only by an agreement in writing signed by each of the parties hereto.

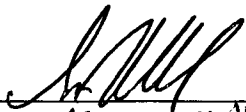
\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the day and year first written.

NOVEL PARTNERS LLC, as the Company

By:   
Name:  
Title:

NOVEL NATIONAL LLC, as the Contributor

By:   
Name: Isaac Moller  
Title: Managing member