

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481711

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900449127

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Automated Payment Highway, Inc.		01/15/2016	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	BluePay Processing, LLC
Street Address:	363 West Big Beaver Road, Suite 400
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4377659	
Registration Number:	4398747	BILLHIGHWAY ENTERPRISE
Registration Number:	4389439	BILLHIGHWAY GIVE
Registration Number:	4272414	BILLHIGHWAY PREPAID CARD
Registration Number:	4373485	BILLHIGHWAYCARE
Registration Number:	4373484	BILLHIGHWAYS SAFE
Registration Number:	4055331	GROUP FINANCES MADE EASY
Registration Number:	4055330	BILLHIGHWAY
Registration Number:	4268379	HEALTHY FINANCIALS. MISSION ACCOMPLISHED
Registration Number:	3010966	INTERSTATE APH

CORRESPONDENCE DATA

Fax Number:

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.

Email: nkryzhan@honigman.com

Correspondent Name: Nicole Kryzhan

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

TRADEMARK

ATTORNEY DOCKET NUMBER:	262009-412442
NAME OF SUBMITTER:	Nicole Kryzhan
SIGNATURE:	/nicole kryzhan/
DATE SIGNED:	07/13/2018

Total Attachments: 21

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RE: Resubmission of Assignment for BluePay Processing, LLC Marks

Applicant is resubmitting the Asset Purchase Agreement that contains a statement transferring all of the goodwill of the business (which includes all of the goodwill pertaining to the Intellectual Property) to BluePay Processing, LLC. This statement is located on the last page of the agreement in Exhibit A and it is highlighted and circled.

As such, Applicant respectfully requests that this assignment document be accepted by the Assignment Recordation Branch.

Thank you,
Nicole Kryzhan

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of January 15, 2016, by and among (i) BluePay Processing, LLC, a Delaware limited liability company (“**Buyer**”), (ii) Automated Payment Highway, Inc., a Michigan corporation (“**Seller**”), and (iii) Vincent Thomas, Simon Thomas, Steven Robert and Aaron Schmid (each, an “**Owner**” and collectively, “**Owners**”). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Appendix of Definitions attached hereto and made a part hereof.

WHEREAS, Owners collectively own all of the issued and outstanding capital stock and equity interests of Seller; and

WHEREAS, subject to the terms and conditions hereof, Seller wishes to sell and transfer to Buyer, and Buyer wishes to purchase and assume from Seller, all right, title, interest and obligation of Seller in and to the assets and liabilities of the Acquired Business, upon the terms and subject to the conditions set forth in this Agreement.

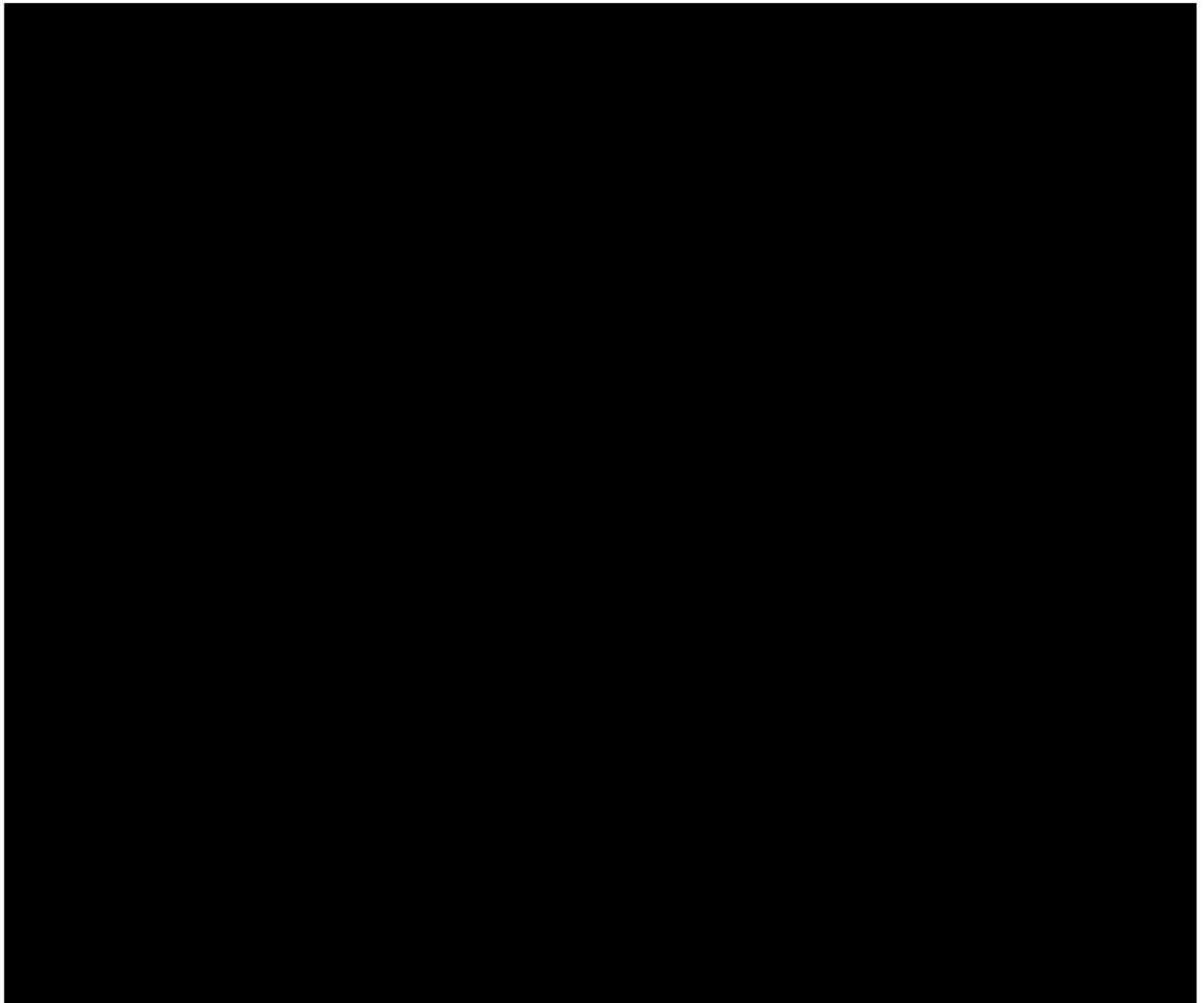
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in reliance upon the representations and warranties hereinafter set forth, the Parties agree as follows:

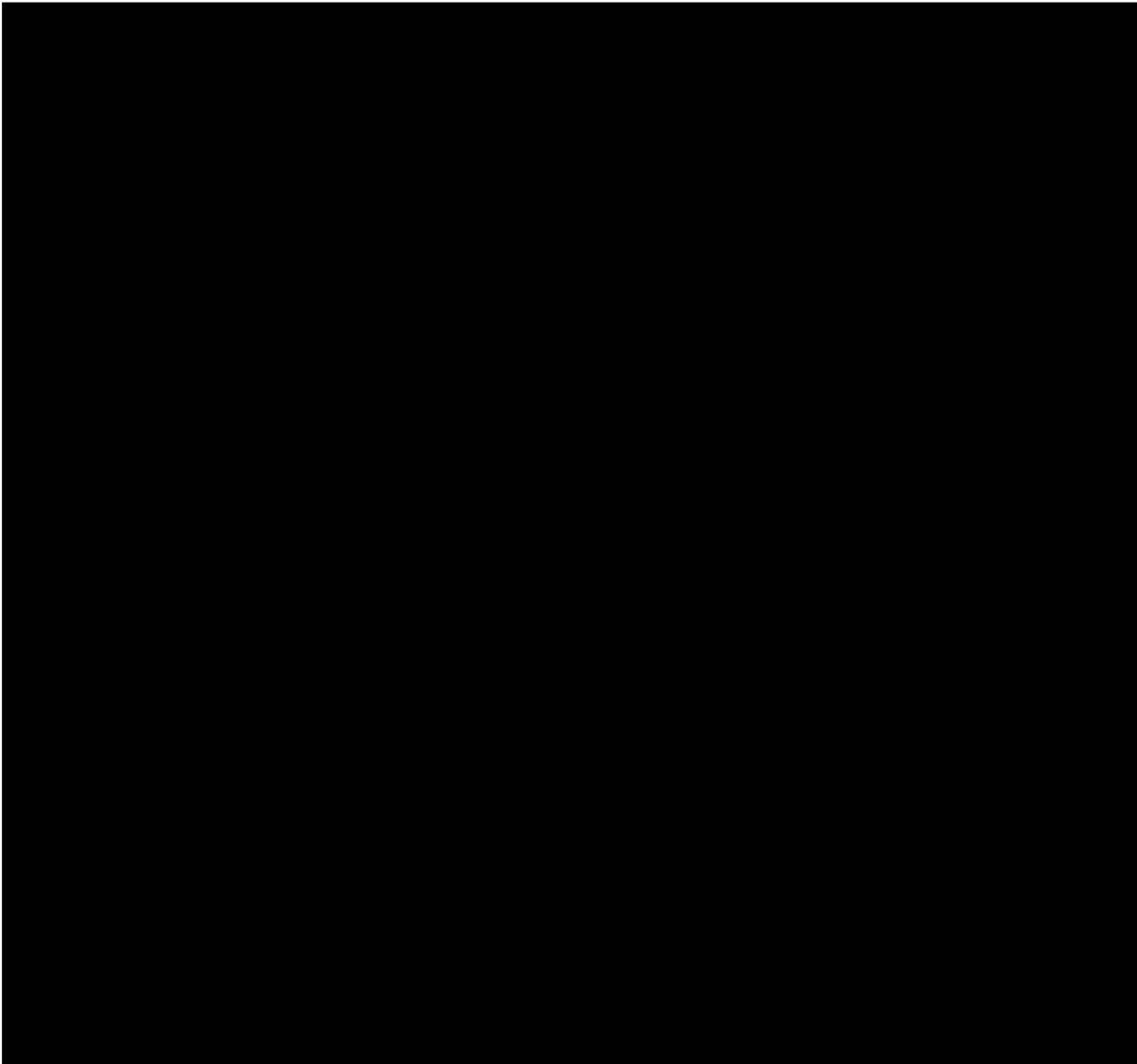
1. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Purchased Assets; Excluded Assets. On the terms and subject to the conditions contained herein and in reliance on the representations, warranties and covenants made herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, at the Closing, all of Seller’s right, title and interest in and to substantially all of the assets, properties and rights of Seller set forth on Exhibit A attached hereto (collectively, the “**Purchased Assets**”), free and clear of all Encumbrances (other than Permitted Encumbrances). Notwithstanding anything to the contrary in Exhibit A, Buyer expressly understands and agrees that it is not purchasing or acquiring, Seller is not selling or assigning, and the Purchased Assets do not include, any Excluded Assets.

1.2 Assumption and Exclusion of Liabilities. On the terms and subject to the conditions contained herein and in reliance on the representations, warranties and covenants made herein, Buyer hereby assumes and agrees to pay, perform and discharge when due those Liabilities of Seller set forth on Exhibit B attached hereto (collectively, the “**Assumed Liabilities**”) and no other Liabilities whatsoever. Notwithstanding any other provision in this Agreement or in any Transaction Document, Buyer is assuming only the Assumed Liabilities and is not assuming any other Liabilities of any nature, including, for the avoidance of doubt, any Excluded Taxes (such other Liabilities, collectively, the “**Excluded Liabilities**”). Accordingly, Seller shall retain and shall be responsible for paying, performing and discharging when due all of the Excluded Liabilities.

1.3 Assignment of Contracts and Rights. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not constitute an agreement to assign any Contract if an attempted assignment thereof, without consent of a third party thereto, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Owners will use their reasonable efforts to obtain the consent of the other parties to any such Contract for the assignment thereof to Buyer or its designated Affiliate as Buyer may request. Unless and until such consent is obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Buyer or Seller thereunder so that Buyer would not in fact receive all rights under such Contract, Seller, Owners and Buyer will cooperate in an arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing, or subleasing to Buyer, or under which Seller would enforce, at Buyer's expense, for the benefit of Buyer, with Buyer assuming at Buyer's expense Seller's obligations, any and all rights of Seller against a third party thereto. Seller or Owners will promptly pay to Buyer when received all monies received by Seller or Owners, as applicable, under any such Contracts, and Buyer shall pay, defend, discharge and perform all Liabilities under such Contracts.





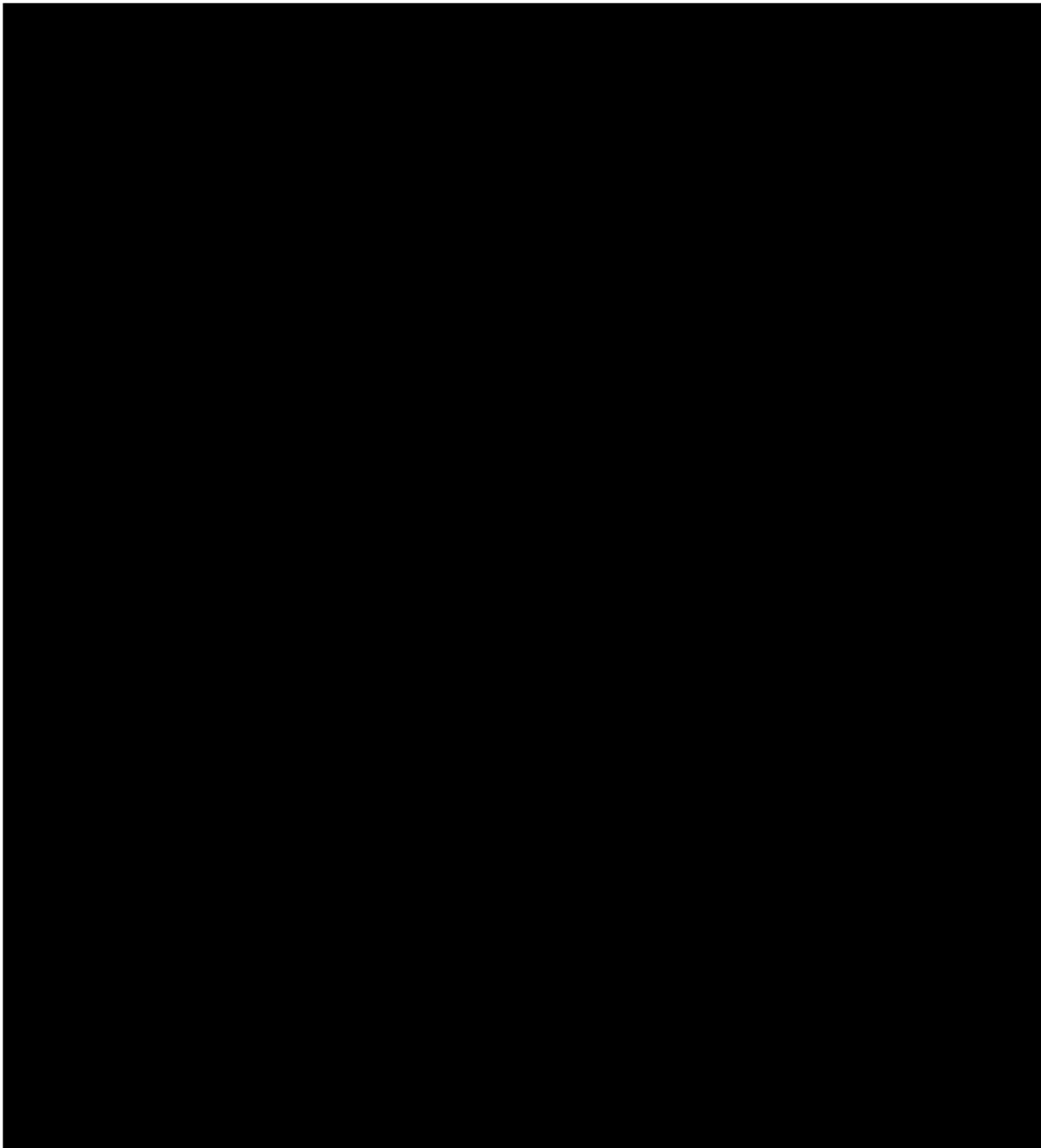
4.11 Intellectual Property.

4.11.1 Schedule 4.11.1 sets forth a complete list of: (i) all software products owned by Seller and currently either licensed by Seller to third parties or sold by Seller in the ordinary course of Seller's business to third parties (the "**Software Products**"); (ii) all issued patents and all pending patent applications owned or filed by Seller; (iii) all registered trademarks, service marks and domain names and material unregistered trademarks, service marks and trade names used by Seller; (iv) all registered copyrights owned by Seller; (v) all material license agreements in which Seller is a licensee of Intellectual Property, except for commercially available off-the-shelf software or software governed by a clickwrap, shrinkwrap or similar license (specifically identifying all software and other license agreements pursuant to which Seller redistributes, resells or otherwise sublicenses such software or rights with Software Products, except for commercially available off-the-shelf software or software governed by a clickwrap, shrinkwrap or similar license); and (vi) other than customer contracts entered into in the ordinary course, all material license agreements to which Seller is a licensor of Intellectual Property (except for commercially available off-the-

shelf software or software governed by a clickwrap, shrinkwrap or similar license), included in the Software Products.

4.11.2 (i) Seller owns and possesses all right, title and interest in and to, or has a valid and enforceable license or other right to use, all Seller IP, including those listed on Schedule 4.11.1, free and clear of all Encumbrances, and no claim by any third party contesting the validity, enforceability, use or ownership of any of Seller's owned Intellectual Property has been made, is currently outstanding or, to the Knowledge of Seller, is threatened, (ii) the Seller IP, including those listed on Schedule 4.11.1, comprise all Intellectual Property rights necessary for the operation of the Business, (iii) to the Knowledge of Seller, no loss or expiration of any material Intellectual Property right owned by, issued to or licensed to Seller is pending or threatened by any third party, (iv) during the previous three (3) years, Seller has not received any notices of any infringement or misappropriation by any third party with respect to any Seller IP (including, without limitation, any demand or request that Seller license rights from a third party), (v) Seller is not infringing or misappropriating, and has not infringed or misappropriated, any Intellectual Property of any third party (other than patents) and, solely with respect to patents, to the Knowledge of Seller, Seller is not infringing or misappropriating, and has not infringed or misappropriated, any patent of any third party, and Seller is not aware of any infringement or misappropriation of such third party rights which shall occur as a result of the continued operation of Seller's Business as currently conducted, and (vi) to Seller's Knowledge, during the previous three (3) years, the Seller IP has not been infringed or misappropriated by any third party.

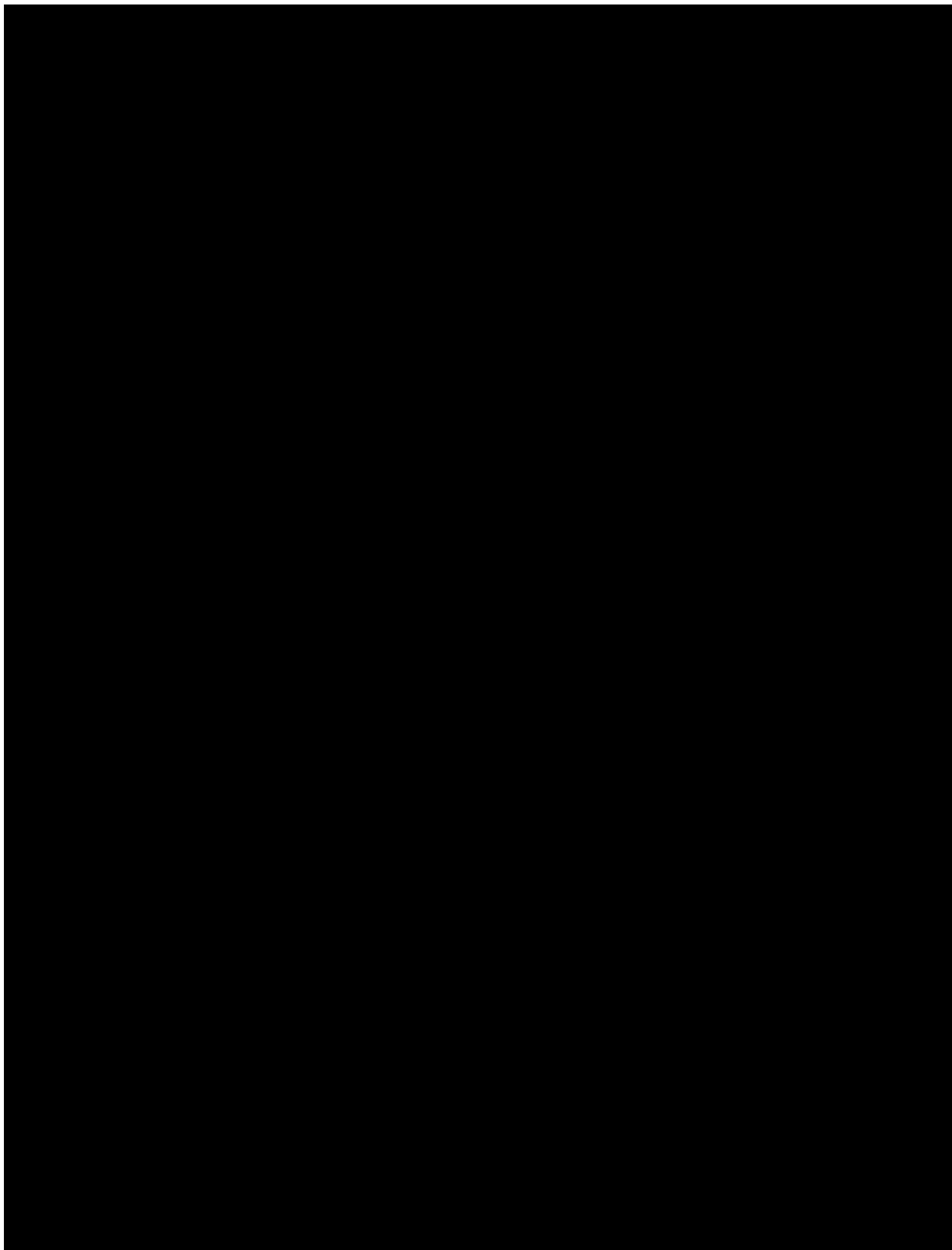
4.11.3 During the previous three (3) years, Seller has employed all reasonable efforts to protect its trade secrets and confidential information that are intended to be maintained as confidential by Seller and to maintain and protect the Seller IP. To Seller's Knowledge, none of the owners of any Seller IP that is licensed to Seller has failed to take any reasonably necessary and desirable actions to maintain and protect the Intellectual Property which are subject to such licenses. Seller has not disclosed any of its trade secrets or confidential information that are intended to be maintained as confidential by Seller to any third party other than pursuant to a written confidentiality agreement. Seller has entered into written confidentiality agreements and written proprietary rights agreements with all of its respective employees and independent contractors who have been involved in the development for the Seller IP owned by Seller acknowledging Seller's ownership of all Software Products (including all related modules) inventions and other intellectual property rights created or developed by its employees and independent contractors who have been involved in the development of any Seller IP within the scope of their employment or engagement. Seller has taken all other reasonably necessary and desirable actions to maintain and protect the Seller IP. To Seller's Knowledge, except as set forth on Schedule 4.11.3, Seller has not embedded any software (in source or object code form) licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (such software "Open Source Software") in any of its products generally available or in development or otherwise used Open Source Software in a manner that obligates Seller to disclose, make available, offer or deliver the source code of any software other than such Open Source Software. For the avoidance of doubt, "Open Source Software" includes but is not limited to, any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement.

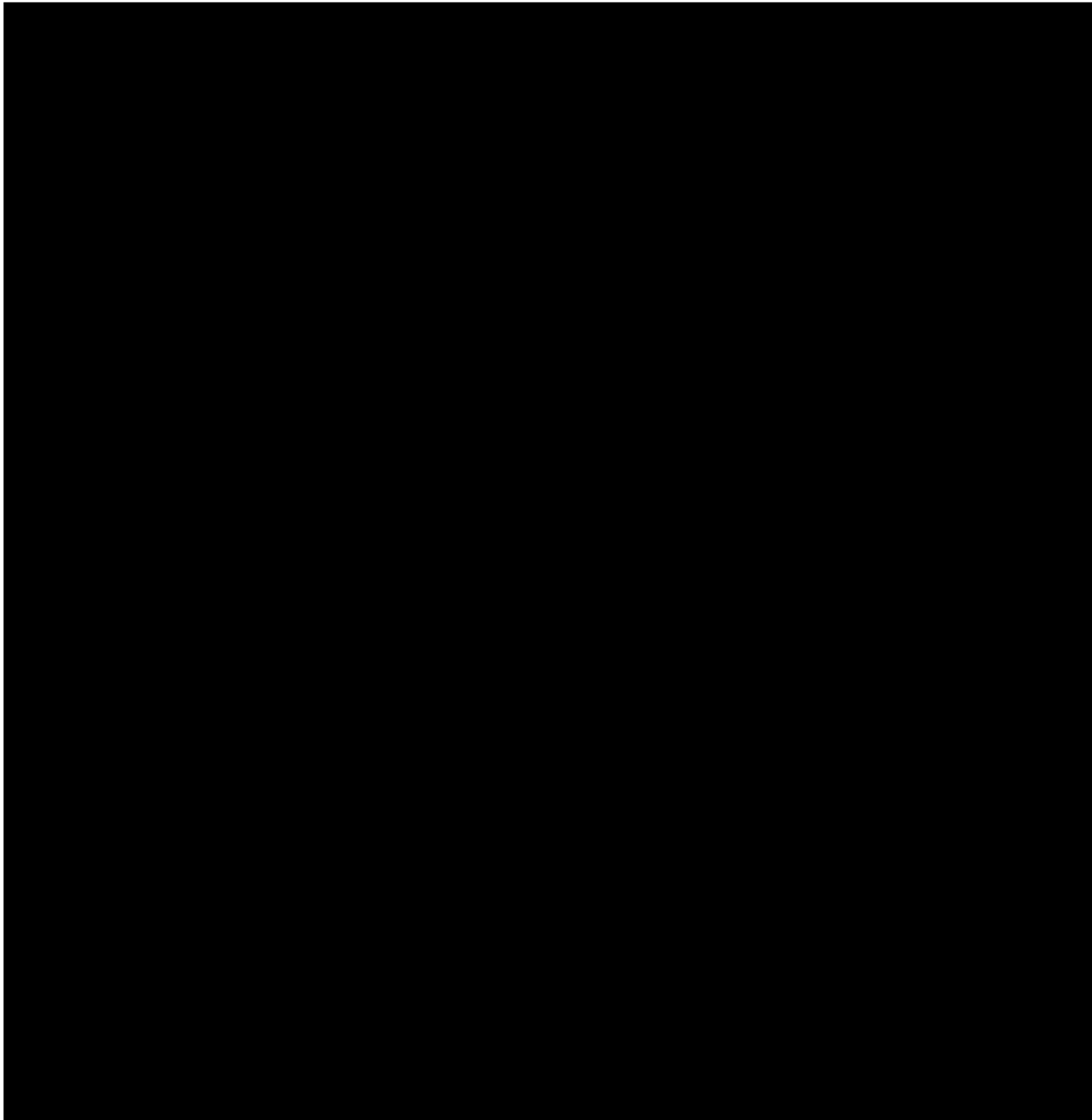


11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, the other Transaction Documents and the other agreements and documents referred to herein, including the attached Appendix of Definitions which is incorporated into this Agreement by reference, and the Disclosure Schedules, set forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. Any previous agreements or understandings between the Parties regarding the subject matter hereof are merged into and superseded by this Agreement, including, without limitation, the letter from Buyer to Seller, dated July 18, 2015. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, other agreements and documents referred to herein,

including the attached Appendix of Definitions which is incorporated into this Agreement by reference, or the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.





[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on day and year first above written.

BUYER:

BLUEPAY PROCESSING, LLC

By: 

Name: John Rante

Title: Chief Executive Officer

Address for Buyer:

184 Shuman Boulevard, Suite 350

Naperville, IL 60563

Attention: John Rante

with a copy (which shall not constitute notice) to:

TA Associates Management, L.P.

200 Clarendon Street, 56th Floor

Boston, MA 02116

Attention: Roger B. Kafker and M. Roy Burns

and

Goodwin Procter LLP

Exchange Place

Boston, MA 02109

Attention: Michael J. Kendall, Esq.

[Signature Page to Asset Purchase Agreement]

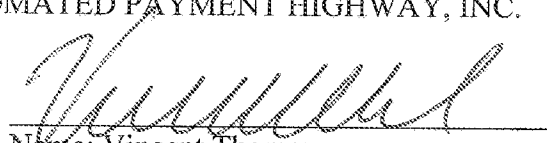
TRADEMARK
REEL: 006379 FRAME: 0062

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on day and year first above written.

SELLER:

AUTOMATED PAYMENT HIGHWAY, INC.

By:



Name: Vincent Thomas

Title: President and Chief Executive Officer

Address for Seller:

363 West Big Beaver Road, Suite 400

Troy, MI 48084

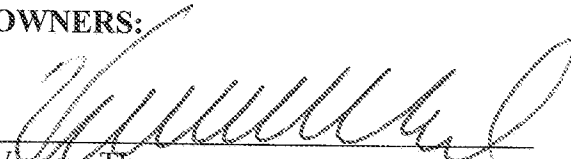
Attention: Vincent Thomas

[Signature Page to Asset Purchase Agreement]

TRADEMARK
REEL: 006379 FRAME: 0063

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on day and year first above written.

OWNERS:



Vincent Thomas

Address for Owner:

363 West Big Beaver Road, Suite 400
Troy, MI 48084



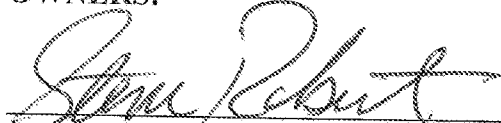
Simon Thomas

Address for Owner:

363 West Big Beaver Road, Suite 400
Troy, MI 48084

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on day and year first above written.

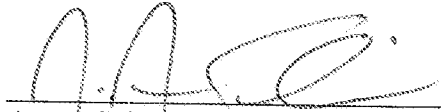
OWNERS:



Steven Robert

Address for Owner:

363 West Big Beaver Road, Suite 400
Troy, MI 48084



Aaron Schmid

Address for Owner:

363 West Big Beaver Road, Suite 400
Troy, MI 48084

For Seller and each Owner, with a copy (which shall not constitute notice) to:

Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, MI 48226
Attention: John P. Kanan, Esq.
Email: jkanan@honigman.com

APPENDIX OF DEFINITIONS

“**Acquired Business**” means the Business other than the Excluded Assets and the Excluded Liabilities.

“**Affiliates**” of a Person means any Person directly or indirectly controlling, controlled by or under common control with such Person. “Control” for this purpose shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or interests, by contract, or otherwise.

“**Benefit Plan**” means (A) an employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; (B) stock option plans, stock purchase plans, bonus or incentive award plans, severance pay plans, programs or arrangements, deferred compensation arrangements or agreements, employment agreements, executive compensation plans, programs, agreements or arrangements, change in control plans, programs or arrangements, supplemental income arrangements, vacation plans, and all other employee benefit plans, agreements, and arrangements, not described in (A) above; and (C) plans or arrangements providing compensation to employee and non-employee directors, in each case in which Seller or any ERISA Affiliate sponsors, contributes to, or provides benefits under or through such plan, or has any obligation to contribute to or provide benefits under or through such plan, or if such plan provides benefits to or otherwise covers any current or former employee, officer or director of Seller or any ERISA Affiliate (or their spouses, dependents, or beneficiaries).

“**Business**” means the integrated cloud-based payment processing and accounting services business for affinity groups, as currently conducted by Seller.

“**Buyer Indemnified Parties**” means Buyer and its Affiliates and their respective directors, officers and agents.

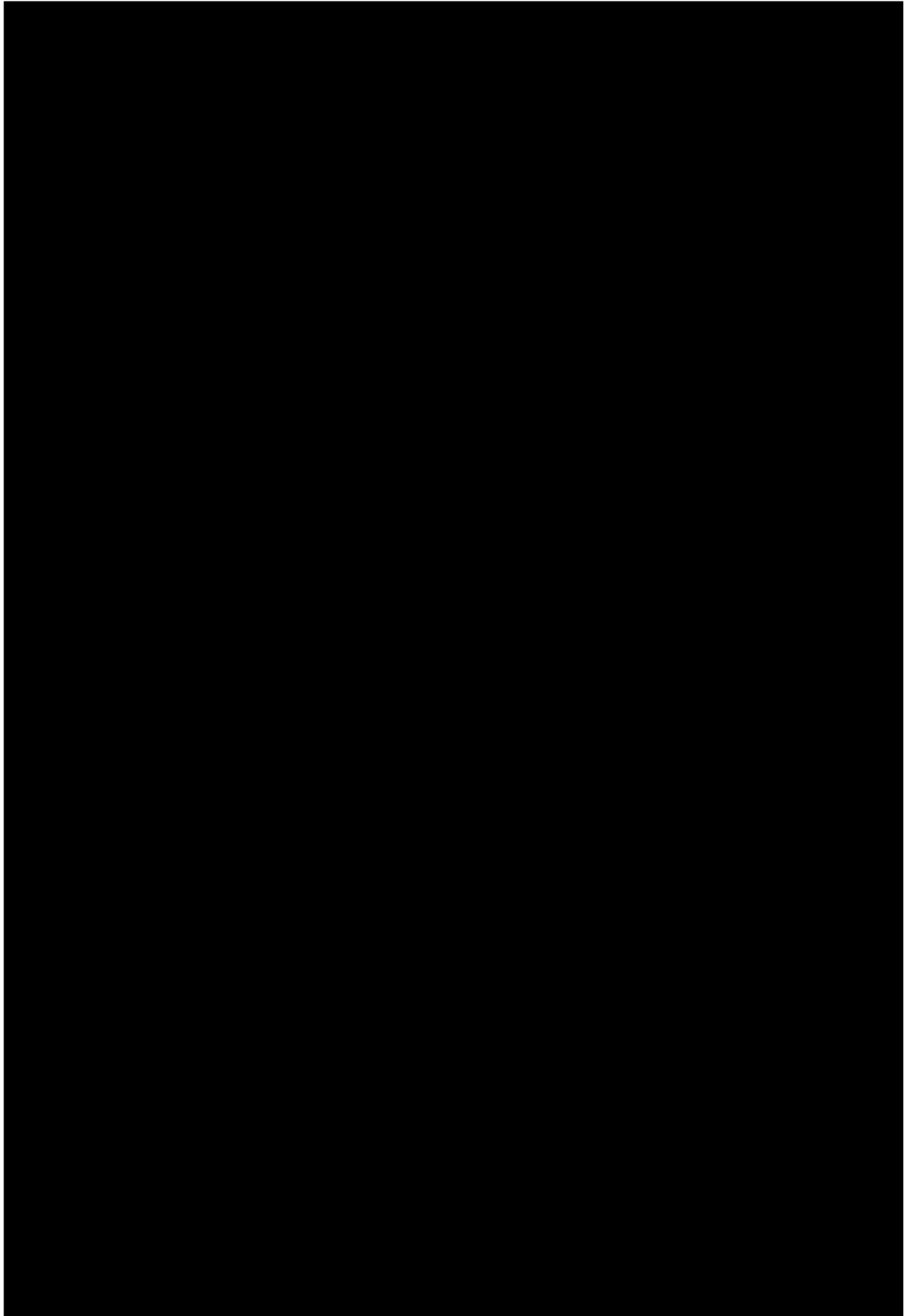
“**Claim**” means any action, suit, claim, proceeding, investigation, audit or demand.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contract**” means all legally binding written contracts, agreements, notes, commitments, undertakings, indentures, mortgages, licenses, sublicenses, franchises, leases, subleases and other instruments, obligations of any kind, written or oral agreements (including any amendments and other modifications thereto) to which a Person is a party or that are binding upon such Person or such Person’s assets.

“**Customer**” means any Person (i) for whom Seller directly or indirectly provides services or products or (ii) with respect to whom Seller receives residuals, commissions, subscription revenue or fees.

“**Customer Agreement**” means, for any Customer, any agreement between such Customer, on the one hand, and any of (i) a Network sponsor, (ii) a Processor or (iii) Seller, on the other hand.



“Excluded Contracts” means all insurance policies of Seller.

“Excluded Employment Liabilities” means any Liabilities related to employees of Seller that arose prior to the date hereof or as a result of the transaction contemplated hereby, including, without limitation, severance payments, notice payments, change in control payments, in connection with the termination of any Seller Employee or Contingent Worker or any Liabilities related to any Non-Transferred Employee or former employee or retiree of Seller (including any Person currently covered by any benefit plan of Seller who is not a Transferred Employee); unless accrued as a liability in the calculation of Actual Working Capital.

“Excluded Taxes” means (i) all Taxes of Seller (or for which Seller is liable) for any taxable period (other than any Tax relating to the Business and the Purchased Assets for any Post-Closing Tax Period); (ii) all Taxes relating to the Excluded Assets or Excluded Liabilities for any taxable period; (iii) all Taxes relating to the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period (determined in accordance with Section 7.3.5); and (iv) all of Seller’s share of Transfer Taxes described in Section 7.3.2.

“Financing Sources” means the entities that have committed to provide or arrange any of the Debt Financing or otherwise entered into agreements in connection with the Debt Financing or the Debt Commitments or other financings in connection with the transactions contemplated hereby, including, without limitation, Antares Capital LP and American Capital Agent Services, LLC, and the parties to any joinder agreements, indentures or credit agreements entered pursuant thereto or relating thereto together with their respective Affiliates, and their and their respective Affiliates’ officers, directors, employees, agents, counsel and representatives and their respective successors and assigns.

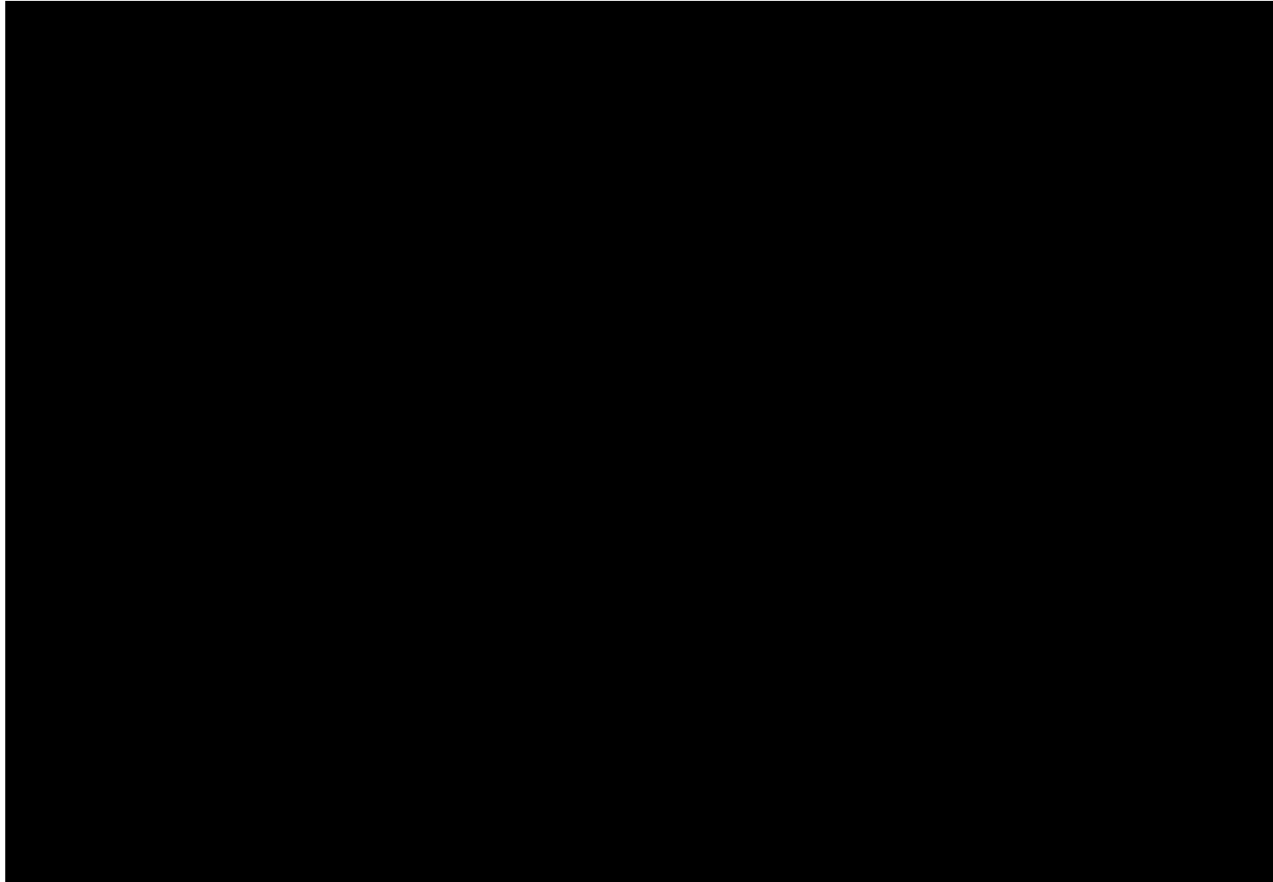
“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America.

“Governmental Authority” means any federal, state, municipal, foreign, local or other governmental, regulatory or administrative authority, quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), state enterprise, department, agency, commission, board, bureau, agency or instrumentality or any court, tribunal, or judicial or arbitral body of competent jurisdiction, or any receiver or trustee appointed by the foregoing.

“Indebtedness” means of any Person (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise, (iv) any commitment by which a Person assures a creditor against loss (including, contingent reimbursement liability with respect to letters of credit), (v) any indebtedness for borrowed money guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any liabilities under leases recorded for accounting purposes as determined under GAAP by the applicable Person as capitalized leases or financing leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, (vii) any amounts owed to

any Person under any noncompetition, severance or similar arrangements, (viii) any change-of-control or other payment which is triggered as a result of the consummation of the transactions contemplated by this Agreement, (ix) any liability of any Person under deferred compensation plans, phantom stock plans, bonus plans or similar arrangements made payable as a result of the consummation of the transactions contemplated by this Agreement, (x) any dividends or distributions payable, or accrued for, by a Person, (xi) any accrued and unpaid interest on, and any prepayment premiums, penalties or similar contractual charges in respect of, any of the foregoing obligations computed as though payment is being made in respect thereof on the Closing Date. For the avoidance of doubt, the term "Indebtedness" shall not include any amounts included in the adjustment to the Purchase Price in accordance with Section 2.2.

"Intellectual Property" means (i) inventions, discoveries, processes and invention disclosures (whether or not patented), patents, patent applications of any kind, patent rights; (ii) copyrights in both published and unpublished works, including all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above; (iii) rights in registered and unregistered trademarks, service marks, trade names, brand names, corporate names, Internet domain names, logos, trade dress, packaging design, and slogans, and registrations and applications for registration of any of the foregoing; (iv) rights in know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results; and (v) any and all other proprietary rights relating to any of the foregoing.



execute this Agreement and consummate the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions, (ii) conditions generally affecting the industries in which the Acquired Business operates, (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer, (vi) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof, (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Seller and the Acquired Business, (viii) any natural or man-made disaster or acts of God, or (ix) any failure by the Acquired Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded), unless such event, occurrence, fact, condition or change disproportionately affects Seller or the Acquired Business relative to others in the same or similar industries.

“**Network Rules**” means the bylaws, rules, regulations and/or requirements that are promulgated by the Networks, including the rules or requirements interpreting or implementing the PCI-DSS.

“**Networks**” means MasterCard, Visa, Discover Financial Services, American Express Company, any Affiliate of any of the foregoing and any other card association, debit card network or similar entity.

“**New Hire Documents**” means (i) an employment offer letter, (ii) Buyer’s form of confidentiality, non-competition, non-solicitation and proprietary information and inventions assignment agreement and (iii) such other agreements and documents as Buyer requires generally of its employees.

“**Parties**” (collectively) or “**Party**” (individually) shall refer to Buyer, Seller and/or Owners.

“**PCI-DSS**” means the Payment Card Industry Data Security Standard as promulgated by the PCI-SSC, including any Network Rules interpreting or implementing the foregoing (such as the Visa Cardholder Information Security Program and MasterCard Site Data Protection Program).

“**PCI-SSC**” means the Payment Card Industry Security Standards Council.

“**Permitted Encumbrances**” means (i) liens for Taxes which are not delinquent, (ii) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of business, (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property, (iv) liens arising under original purchase price conditional

sales contracts and equipment leases with third parties entered into in the ordinary course of business, and (v) other imperfections of title or Encumbrances, if any, that have not had, and would not have, a material and adverse effect on the Purchased Assets.

“Permit(s)” means all federal, state, local or foreign permits, grants, easements, consents, approvals, authorizations, accreditations, exemptions, licenses, franchises, certificates, registrations, qualifications, orders or other rights or privileges from any Governmental Authority or Network, required for Seller to own the Purchased Assets held thereby or conduct the Business as is now being conducted.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or department, agency or political subdivision thereof).

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and the portion beginning on the day after the Closing Date of any taxable period that includes but does not end on the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date of any taxable period that includes but does not end on the Closing Date.

“Processing Agreement” means any agreement between Seller and any Processor providing for the provision of data processing and related transaction processing and/or settlement services in connection with Customers’ or Seller’s acceptance of payment from customers using credit cards, prepaid cards and/or debit cards through a Network.

“Processor” means a counterparty to a Processing Agreement to which Seller is a party.

“Seller Indemnified Parties” means Seller, each Owner, their respective Affiliates and their and their Affiliates’ respective directors, officers and agents.

“Seller IP” means the (i) Intellectual Property owned by Seller; and (ii) Intellectual Property used or held for use by Seller in the Acquired Business that is licensed to Seller by a third party.

“Straddle Period” means any taxable period including, but not ending on, the Closing Date.

“Subsidiary” means any and all corporations, partnerships, limited liability companies, joint ventures, associations and other entities controlled by Seller, directly or indirectly through one or more intermediaries or in which Seller directly or indirectly through one or more intermediaries has an economic interest. For purposes hereof, a Person or Persons shall be deemed to control a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company, association or other business entity.

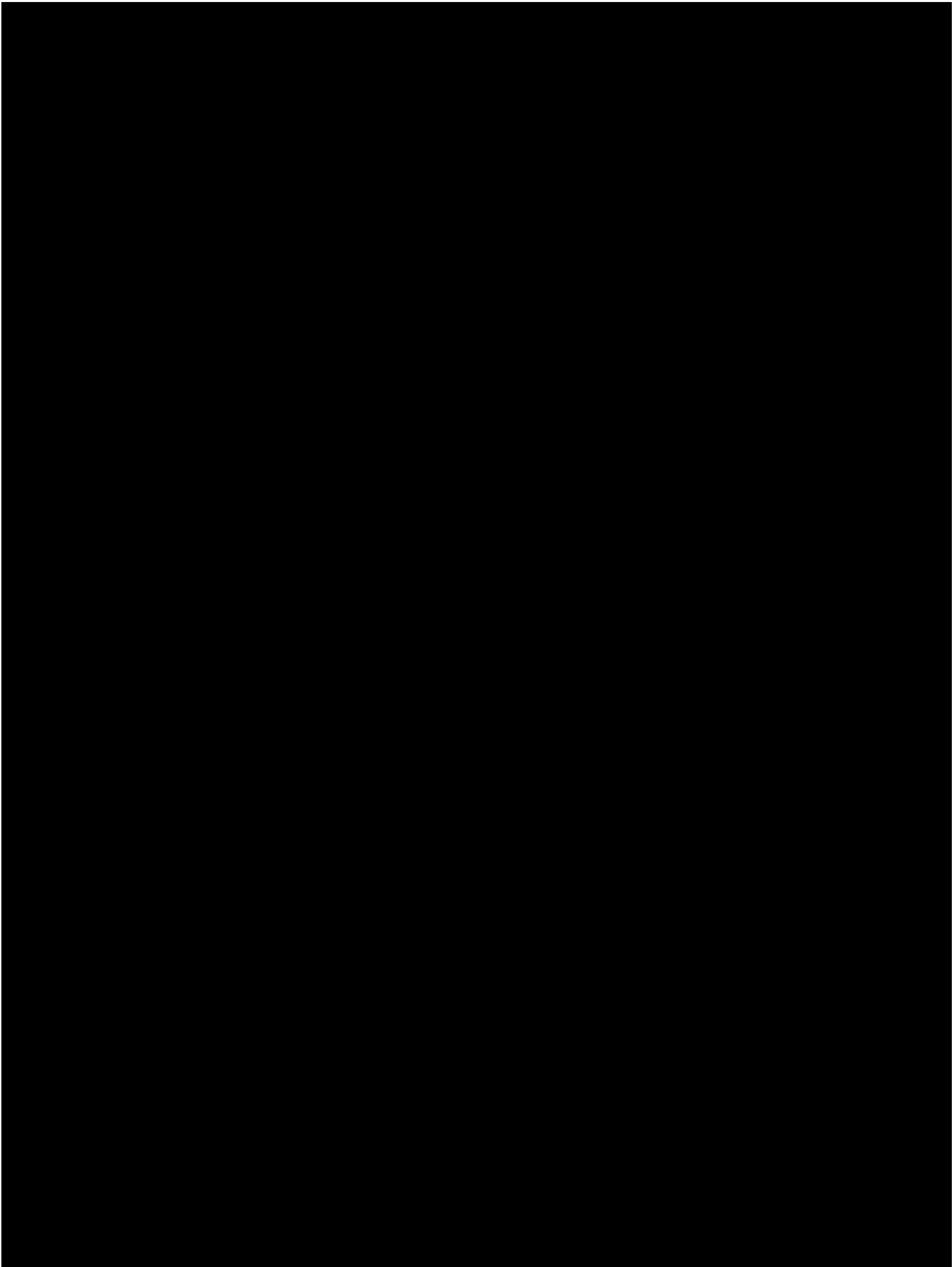


Exhibit A

Purchased Assets

1. All tangible personal property of the Business, including, but not limited to, all machinery, equipment, furniture, office materials, packaging and shipping materials, office equipment, personal computers, telephone units, facsimile machines, file cabinets, artwork, drawings, spare parts, tools, supplies, related equipment and attachments thereto, in each case to the extent set forth on Schedule A-1;
2. All raw materials, work in progress, finished goods, supplies and other inventories of the Business, wherever situated;
3. The books of account, general, financial, and personnel records (to the extent transferrable under applicable law), invoices, supplier lists, correspondence and other documents, records and files and any rights thereto owned, associated with or employed in connection with the Business, customer lists, sales and promotional literature and other sales-related materials, in each case that relate to the Business or the Purchased Assets, other than books and records set forth in clause (iv) of the definition of Excluded Assets;
4. All Contracts to which Seller is a party (including the Material Contracts), other than the Excluded Contracts (collectively, the “**Assumed Contracts**”);
5. All Permits set forth on Schedule 4.6(i), to the extent transferable;
6. All rights of Seller under any confidentiality, non-competition, assignment of inventions or similar agreements with current or former employees, consultants and independent contractors who provided services to Seller or participated in the development of any Seller IP;
7. All accounts receivable or notes receivable and other amounts receivable of the Business from third parties, customers and employees and all correspondence with respect thereto of the Business;
8. All claims, deposits and security interests to the extent related to the Business or the Purchased Assets;
9. All prepayments, prepaid expenses, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment, in each case to the extent related to the Business or the Purchased Assets, other than amounts included in clause (vii) of the definition of Excluded Assets;
10. All Seller IP;
11. All indemnity, warranty and all similar rights against third parties to the extent related to any of the Purchased Assets;
12. All other assets and rights of the Seller; and

13. All goodwill except to the extent associated with the Excluded Assets.

Exhibit A

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RECORDED: 05/02/2018

**TRADEMARK
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