

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novel Partners LLC		11/21/2013	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	NovelPay LLC		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4038636	NOVELPAY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	05/18/2018		
Total Attachments: 8			
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CONTRIBUTION AGREEMENT

by and between

NOVEL PARTNERS LLC

and

NOVELPAY LLC

Dated November 21, 2013

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT (this "**Agreement**"), dated November 21, 2013, by and among, **NOVEL PARTNERS LLC**, a New York limited liability company (the "**Contributor**"), and **NOVELPAY LLC**, a Delaware limited liability company (the "**Company**").

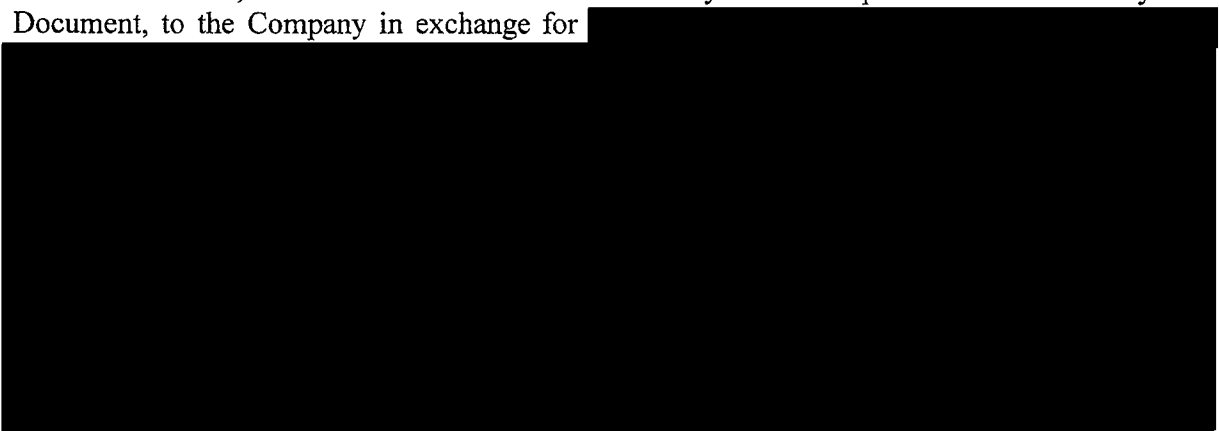
W I T N E S S E T H:

WHEREAS, the Company was formed on October 15, 2013 by the Contributor 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 "**Business**");

WHEREAS, upon the Contribution (as defined below), the Company's equity capitalization shall consist of membership interests, which shall be divided into membership units (the "**Membership Units**") consisting of two classes: common units (the "**Common Units**") and non-voting preferred units (the "**Preferred Units**"), as further described in the Company's Amended and Restated Limited Liability Company Agreement, dated the date hereof, by and between the Company, ClickPayServices, Inc., a Delaware corporation (the "**Strategic Partner**"), and the Contributor, attached hereto as **Exhibit A** (the "**LLC Agreement**");

WHEREAS, pursuant to the General Assignment, Bill of Sale and Assumption Agreement, dated as of November 15, 2013, by and between Novel National, LLC, a New York limited liability company and a member of the Contributor ("**Parent**"), and the Contributor, attached hereto as **Exhibit B**, Parent contributed substantially all of its assets (other than cash and receivables) directly or indirectly related to the Business (other than the assets that are used primarily to provide the ACH and Credit Card Payment Processing, Storage and Transmission Services), subject to certain disclosed liabilities to the Contributor (the "**Conveyance Document**");

WHEREAS, (x) pursuant to this Agreement, the Contributor is contributing (the "**Contribution**") substantially all of its assets, subject to certain disclosed liabilities, including, without limitation, the assets and business transferred by the Parent pursuant to the Conveyance Document, to the Company in exchange for



WHEREAS, as of the date hereof, each of the Strategic Partner, the Contributor, the Company shall execute and deliver the LLC Agreement;

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, each of the parties do hereby agree as follows:

ARTICLE I

CONTRIBUTION AND TRANSFER OF THE ASSETS

Section 1.1 Assets Contributed and Transferred. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing Date (as defined in Section 2.2), the Contributor hereby contributes, transfers, conveys, assigns and delivers to the Company, and the Company hereby accepts, all of the 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 Closing Date (the "**Assets**"), free and clear of all Liens (as defined in Section 8.5), other than as set forth on **Schedule 3.6**:

- (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, 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, 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 1.1(v)** (the "**Tangible Personal Property**");
- (iv) Personal Property Leases. The leases or subleases of Tangible Personal Property relating to the Contributor's business, together with any options to purchase the underlying property listed on **Schedule 1.1(vi)** (the "**Personal Property Leases**");
- (v) Customer List. All of the Contributor's current and prospective customers (the "**Customers**"), and the Customer list and customer data of the Contributor;
- (vi) Contracts. All of the Contributor's existing 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 or which otherwise relate to the Contributor's business, including, without limitation,

the contracts that were transferred and assigned to the Contributor by Parent pursuant to the Conveyance Document (the "**Contracts**");

(vii) Intangible Personal Property. All Intellectual Property of the Contributor (as defined below) (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 Assets (including, but not limited to, the name "NovelPay" (or any variations thereof)), as well as the business processes and practices of the Contributor;

(viii) Security Deposits. All security deposits relating to the Contributor's business;

(ix) Books and Records. All books and records of the Contributor, 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 relating to the calculations described in Section 2.3 hereof;

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

(xi) Real Property Leases. (A) The real property leases, subleases, licenses and other occupancy agreements listed on **Schedule 3.22** as to which the Contributor is the lessor or sublessor and (B) the real property leases, subleases, licenses and other occupancy agreements listed on **Schedule 3.22** as to which the Contributor is the lessee or sublessee, together with any options to purchase the underlying property and leasehold improvements thereon, and in each case all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such real property leases, subleases, licenses and other occupancy agreements (the leases, subleases, licenses and other occupancy agreements described in subclauses (A) and (B) are collectively referred to herein as the "**Real Property Leases**");

(xii) Rights Under Conveyance Document. All of the assets, properties and rights of the Contributor that were transferred to the Contributor by the Parent under the Conveyance Document, together with all of the Contributor's rights, title and interest in, to and under the Conveyance Document.

(xiii) Goodwill. All of the goodwill associated with the Contributor's business;

(xiv) Prepaid Expenses. All prepaid expenses, other than prepaid property and casualty insurance (the "**Prepaid Expenses**"); and

(xv) Other Assets. All other assets and properties of every kind and nature owned or held by the Contributor relating to the 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.

Section 3.11 Liabilities. Except as set forth on **Schedule 3.11**, the Contributor does not have any outstanding claims, liabilities or indebtedness of any nature whatsoever, whether accrued, absolute or contingent, determined or undetermined, asserted or unasserted, and whether due or to become due (collectively in this **Section 3.11**, "**Liabilities**"), other than (i) Liabilities specifically disclosed in this **Article III** or any Schedule hereto; (ii) Liabilities under Contracts of the type required to be disclosed by the Contributor on any Schedule and so disclosed or which because of the dollar amount or other qualifications are not required to be listed on such Schedule; and (iii) Liabilities incurred in the ordinary course of business and consistent with past practice since the Balance Sheet Date not involving borrowings by the Contributor.

Section 3.12 Insurance. **Schedule 3.12** contains a true and complete list (including the names and addresses of the insurers, the names of the Persons to whom such insurance policies have been issued, the expiration dates thereof, the annual premiums and payment terms thereof, whether it is a "claims made" or an "occurrence" policy and a brief description of the interests insured thereby) of all liability, property, workers' compensation and other insurance policies currently in effect that insure the property, assets or business of the Contributor or its employees (other than self-obtained insurance policies by such employees) (the "**Insurance Policies**").

Section 3.13 Intellectual Properties.

3.13.1 **Definitions.** For purposes of this Agreement, the following terms have the following definitions:

(a) "**Contributor Owned IP**" shall mean Registered IP and Unregistered IP.

(b) "**Intellectual Property**" shall include, without limitation, any or all of the following and all rights associated therewith: (i) all domestic and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, rights of privacy and publicity, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all mask works, mask work registrations and applications therefor; (v) all industrial designs and any registrations and applications therefor; (vi) all trade names, logos, domain names, trade dress, trade secret, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill association therewith; (vii) all internet domain name registrations, and (viii) 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.

(c) "**Intellectual Property of the Contributor**" shall mean Contributor Owned IP and Licensed IP.

(d) **“Licensed IP”** shall mean any Intellectual Property which is necessary for or used or held for use in the operation of the Business, including the design, manufacture and use of the products and services of the Contributor as it currently is operated or is reasonably anticipated to be operated in the future, but shall specifically not include Contributor Owned IP or any rights in or to materials created for Customers as “work-made-for-hire.”

(e) **“Registered IP”** shall mean any Intellectual Property that: (i) is owned by, or exclusively licensed to, the Contributor, and (ii) has been registered with any Governmental or Regulatory Authority or comparable entity in any jurisdiction throughout the world.

(f) **“Unregistered IP”** shall mean any Intellectual Property that: (i) is owned by, or exclusively licensed to, the Contributor, and (ii) has not been registered with any Governmental or Regulatory Authority or comparable entity in any jurisdiction throughout the world.

3.13.2 Intellectual Properties. Except as set forth on **Schedule 3.13.2**, all of the Intellectual Property of Parent related to the Business was transferred to the Contributor pursuant to the Conveyance Document. **Schedule 3.13.2** contains an accurate and complete list of all: (a) Registered IP, (b) Unregistered IP material to the Business and (c) Licensed IP. The registrations of the Registered IP listed on **Schedule 3.13.2** are valid and subsisting; all necessary registration, application and renewal fees in connection with such registrations and applications have been made and all necessary documents and certificates in connection with such registrations and applications have been filed with the relevant Intellectual Property authorities in the United States or any other jurisdiction where the Business is conducted for the purposes of maintaining such registrations and applications, and except as set forth on **Schedule 3.13.2**, no actions (including filing of documents or payments of fees) are due within ninety (90) days after the Closing. No action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or threatened, that (i) challenges the legality, validity, enforceability, registration, ability to sublicense, use or ownership of any item of Registered IP or (ii) restricts the ownership, ability to sublicense or use by the Contributor of any item of Contributor Owned IP.

The Contributor owns and possess all right, title and interest in and to (or has the right pursuant to a valid and enforceable license) all Intellectual Property that is necessary for or used or held for use in the conduct of the Business as presently conducted or is reasonably anticipated to be operated in the future. Except as set forth on **Schedule 3.13.2**, no Person has any rights to use any of the Contributor Owned IP and neither the Parent nor the Contributor has granted to any Person, nor authorized any Person to retain, any rights in the Contributor Owned IP. The Contributor owns and has good and exclusive title to each item of Contributor Owned IP, free and clear of any Lien.

The Contributor has the right, pursuant to a Contract, to use or operate under all Licensed IP which requires a valid license to use. The Contributor is not in violation of any such Contract to use Licensed IP, and all such Contracts are legal, valid, binding, enforceable and in full force and effect. Neither the Parent nor the Contributor is in breach or default of such Contract. There are no Contracts between the Parent or the Contributor and any other Person with respect to the

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement, on the day and year first above written.

NOVELPAY LLC

By: 

Name: Tom Kiernan

Title: Chief Executive Officer

NOVEL PARTNERS LLC

By: 

Name: Ernest Muller

Title: President

Signature Page to Novel Partners Contribution Agreement

TRADEMARK

REEL: 006387 FRAME: 0392

Schedule 3.13.2
Intellectual Properties

(a) Registered IP

Trademark for "NovelPay".
Registered domain name www.novelpay.com.

(b) Unregistered IP

None.

(c) Licensed IP

The Software License.