

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERTEGY CHECK SERVICES, INC.		08/31/2018	Corporation:
RECEIVING PARTY DATA			
Name:	PROJECT ROSE ACQUISITION, LLC		
Street Address:	1999 AVENUE OF THE STARS, 9TH FLR		
City:	CENTURY CITY		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2799103	CERTEGY	
Registration Number:	2824625	CERTEGY	
Registration Number:	3334621	ELEC CHECK	
Registration Number:	1920133	PATHWAYS	
Registration Number:	2527151	PAYCHECK ACCEPT	
CORRESPONDENCE DATA			
Fax Number:	9498236994		
<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:	949-760-9600		
Email:	IPNB@omm.com		
Correspondent Name:	O'MELVENY & MYERS LLP / C. PACHECO		
Address Line 1:	610 Newport Center Drive		
Address Line 2:	17th Floor		
Address Line 4:	Newport BEach, CALIFORNIA 92660-6429		
NAME OF SUBMITTER:	KRISTIN GODFREY		
SIGNATURE:	/Kristin Godfrey/		
DATE SIGNED:	09/10/2018		
Total Attachments: 9			

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this “**IP Assignment**”) is made and entered into on this 31st day of August, 2018 (the “**Effective Date**”) by and among Certegy Check Services, Inc., a Delaware corporation (“**Certegy US**”), Certegy Canada Company, a Nova Scotia company (“**Certegy Canada**”; Certegy US and Certegy Canada are referred to collectively as “**Assignor**”), and Project Rose Acquisition, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.” Capitalized terms used herein but not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Seller Parent, Certegy US, Certegy Canada, Assignee, and Buyer Guarantor are parties to that certain Asset Purchase Agreement dated as of August 30, 2018 (the “**Purchase Agreement**”) under which Assignor has agreed to assign to Assignee the Assigned IP (as defined below); and

WHEREAS, Assignor’s and Assignee’s entering into this IP Assignment is a condition to closing of the Purchase Agreement.

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

1. **Assignment.** Assignor hereby irrevocably and unconditionally sells, assigns, transfers, delivers, and conveys to Assignee all of Assignor’s right, title and interest in and to any and all of the intangible rights and property of Assignor related to the Business and/or the Transferred Assets, including, without limitation (a) all Owned Intellectual Property (except the Non-Assigned Trademarks), including the Intellectual Property set forth on Schedule 1 attached hereto, and any and all foreign counterparts with respect thereto, the right of priority to file and prosecute corresponding applications in any and all jurisdictions throughout the world and the rights to all patents which may be granted therefrom, and the rights to any divisionals, renewals, continuations, continuations-in-part, reissues, reexaminations, and extensions with respect thereto and (b) all goodwill of or pertaining to any of the foregoing (collectively, the “**Assigned IP**”). The foregoing assignment of Assigned IP includes all claims for damages by reason of past, present and future infringements, misappropriation, dilution, violation, or unauthorized uses of the Assigned IP and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted. To the extent any intent-to-use applications for trademarks are included in the Assigned IP, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. **Waiver of Moral Rights.** To the full extent permissible under applicable law, Assignor hereby irrevocably and unconditionally assigns to Assignee and waives and agrees never to assert or enforce any Moral Rights (as defined below) in or with respect to any and all of the Assigned IP that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights. “**Moral Rights**” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

3. Assistance. Assignor further agrees that should additional or further documentation of the foregoing assignment or further acts be required to protect, secure, vest, and record good title to the Assigned IP in Assignee, Assignor will, at Assignee's expense, execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Where Assignee is unable to secure Assignor's signature to any application, specification, oath, assignment, instrument, or document Assignor is required to execute under this Section because of Assignor's unavailability or for any other reason, then Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any such application, specification, oath, assignment, instrument, or document with the same legal force and effect as if executed by Assignor. This power of attorney shall be deemed coupled with an interest and shall be irrevocable. However, notwithstanding the foregoing, Assignee shall not take any actions under this Section unless and until Assignee has provided Assignor with prior written notice and no less than thirty (30) days to respond or provide its cooperation.

4. Recordation. Upon request of the Assignee, Assignor shall deliver to Assignee duly executed short-form assignments in such form as may be provided by the Assignee with respect to the patents and trademarks included in the Assigned IP and Assignor hereby authorizes and requests the Commissioner for Patents and Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned IP registered in the corresponding jurisdiction.

5. Delivery of Domain Name Credentials. On the Effective Date, Assignor shall, in its sole discretion, deliver to Assignee all account information, contact information, passwords, or other access and control credentials for the domain names included in the Assigned IP, or provide its cooperation and consent to the transfer of such domain names included in the Assigned IP in lieu of the foregoing. Thereafter, Assignor shall, at Assignee's expense, cooperate with Assignee with respect to any reasonable requests made by Assignee in connection with the domain names included in the Assigned IP.

6. General. This IP Assignment and the Purchase Agreement, collectively, including all schedules and exhibits hereto or thereto and the Ancillary Agreements, sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior communications, representations, discussions, and agreements between the Parties with respect to such subject matter. Any notice or other communication required or permitted to be delivered hereunder must be in writing and sent pursuant to the provisions regarding notices set forth in Section 11.7 of the Purchase Agreement. This IP Assignment may be executed in two counterparts, each of which will be deemed an original and both of which, when taken together, will constitute one and the same instrument. With respect to this IP Assignment, the relationship of the Parties is that of independent contractors, and this IP Assignment will not be construed to imply that either Party is the agent, employee, or joint venturer of the other Party. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any state Law claim, controversy or dispute) that apply to agreements made and performed entirely within the State of Delaware, without regard to the conflicts of law provisions thereof or of any other jurisdiction. Each Party hereto agrees and acknowledges that the application of the Laws of the State of Delaware is reasonable and appropriate based upon the Parties' respective interests and contacts with the State of Delaware. Each of the Parties waives any right or interest in having the Laws of any other state, including specifically, state Law regarding the statute of limitation or other limitations period, apply to any Party's state Law claim, controversy or dispute which in any way arises out of or relates to this IP Assignment. If any provision of this IP Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the

remaining terms, and the remaining terms will remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. Waiver by either Party of a breach of any provision of this IP Assignment or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This IP Assignment may only be amended, modified and supplemented by a written agreement executed by authorized representatives of each Party. This IP Assignment may only be assigned as set forth in Section 11.4 of the Purchase Agreement. This IP Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed and delivered as of the Effective Date.

Certegy US:

Certegy Check Services, Inc.

By: 

Name: Julie Garr

Title: Vice President

Date: 8/31/18

Address: 11601 Roosevelt Bl
St Petersburg FL 33714

Certegy Canada:

Certegy Canada Company

By: 

Name: James W. Woodall

Title: Corporate Executive Vice President and Chief
Financial Officer

Date: 8/31/18

Address: 601 Riverside Avenue
Jacksonville, FL 32204

Assignee:

Project Rose Acquisition, LLC

By: _____

Name: Farhad Chandruvadia

Title: President

Date: 8/31/18

Address: 1999 Avenue of the Stars, 9th Floor

Century City, California 90067

[Signature Page to IP Assignment]

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Certegy US:

Certegy Check Services, Inc.

By: _____

Name: Julie Garr

Title: Vice President

Date: 8/31/18

Address: _____

Certegy Canada:

Certegy Canada Company

By: _____

Name: James W. Woodall

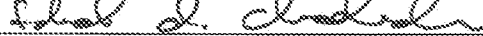
Title: Corporate Executive Vice President and Chief
Financial Officer

Date: 8/31/18

Address: _____

Assignee:

Project Rose Acquisition, LLC

By:  _____

Name: Farhaad Chanduwadia

Title: President

Date: 8/31/18

Address: 1999 Avenue of the Stars, 9th Floor
Century City, California 90067

[Signature Page to IP Assignment]

SCHEDULE 1



Owned Intellectual Property

Patents and Patent Applications

Serial Number / Application Number	Status	Country	Patent Number	Title
09/587738	Issued	US	6384844	Method and apparatus for use in entering financial data into an electronic device
200139707	Lapsed	AU	N/A	Method and system for funding a financial account
200139713	Lapsed	AU	N/A	Method and apparatus for providing online financial account services
200139719	Lapsed	AU	N/A	Method and apparatus for use in entering financial data into an electronic device
10/227,326	Abandoned	US	N/A	Method and apparatus for ATM-based cross-selling of products and services
PCT/US2000/042416	Inactive	PCT	N/A	Method and apparatus for providing online financial account services
PCT/US2000/042403	Inactive	PCT	N/A	Method and system for funding a financial account
PCT/US2000/042423	Inactive	PCT	N/A	Method and apparatus for use in entering financial data into an electronic device
10/870554	Issued	US	8082207	Scored negative file system and method
2571251	Abandoned	CA	N/A	Scored negative file system and method
13/296,713	Abandoned	US	N/A	Scored negative file system and method
PCT/US2004/019776	Inactive	PCT	N/A	Scored negative file system and method

Serial Number / Application Number	Status	Country	Patent Number	Title
13/288159	Issued	US	8733633	Methods and systems for validating negotiable instruments
11/520430	Issued	US	8074871	Methods and systems for validating negotiable instruments
14/264,767	Abandoned	US	N/A	Methods and systems for validating negotiable instruments
14/194654	Pending	US	N/A	Electronic check cashing system
12/209,004	Abandoned	US	N/A	Electronic check cashing system
13/916046	Pending	US	N/A	Methods and systems for check cashing risk analysis
PCT/US2013/045494	Inactive	PCT	N/A	Methods and systems for processing check cashing requests
13/772220	Pending	US	N/A	Systems and methods of remote payment for stored value settlement

Trademarks

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Cl(s).	TM Logo
United States of America	CERTEGY	78/061,833	3-May-01	2,799,103	23-Dec-03	36	
United States of America	CERTEGY	76/472,482	5-Dec-02	2,824,625	23-Mar-04	35	
United States of America	ELEC CHECK	78/793,236	17-Jan-06	3,334,621	13-Nov-07	36	
United States of America	PATHWAYS	74/475,763	3-Jan-94	1,920,133	19-Sep-95	36	
United States of America	PAYCHECK ACCEPT	76/135366	26-Sep-00	2527151	8-Jan-02	36	
Canada	CERTEGY	1120067	5-Nov-01	TMA593128	27-Oct-03	9, 35, 36	
Canada	Check Mark Design	0397030	20-Apr-76	TMA220,849	27-May-77	36	
Canada	WELCOME CHEQUE and Design	0604740	12-Apr-88	TMA381449	15-Mar-91	36	
Thailand	CERTEGY	470987	5-Nov-2001	Kor185391	5-Nov-01	9	
Russian Federation	CERTEGY			265702	22-Mar-2004		
Russian Federation	CERTEGY Logo			265701	22-Mar-2004		

Domain Name Registrations

Domain	Registrar	Expiration
askcertegy.com	MarkMonitor Inc.	June 19, 2021
certegy.com	MarkMonitor Inc.	April 12, 2019