

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495811

<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>
Dean Lucente		09/14/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIMPLIFIED BUSINESS SOLUTIONS, INC.		
<b>Street Address:</b>	5030 East Sunrise Drive		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85044		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3622448	AMERICA'S WAY TO PAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4048156140		
<b>Email:</b>	miskowitz@ktslaw.com		
<b>Correspondent Name:</b>	Mark Iskowitz, Kilpatrick Townsend		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>NAME OF SUBMITTER:</b>	Mark Iskowitz, Kilpatrick Townsend		
<b>SIGNATURE:</b>	/mji/		
<b>DATE SIGNED:</b>	10/29/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), is made and entered into as of the Effective Date, as defined below, by and among DEAN M. LUCENTE, an individual (“*Assignor*”) and SIMPLIFIED BUSINESS SOLUTIONS, INC., an Arizona corporation (including its successors and permitted assigns, “*Assignee*”). Assignor and Assignee may be collectively referred to as the “*Parties*” and each a “*Party*.” Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

**WHEREAS**, (i) Assignee, AmCheck HR, Inc., an Arizona corporation, AmCheck National Broker Services Corporation, an Arizona corporation, Founders Business Services, L.L.C., an Arizona limited liability company, APS Denver, LLC, a Colorado limited liability company, APS Solutions San Diego, LLC, a California limited liability company, AmCheck Chicago, LLC, an Illinois limited liability company, AmCheck Tax Service, LLC, an Arizona limited liability company, and AmCheck Merchant Services, LLC, an Arizona limited liability company (collectively, the “*AmCheck Companies*”), (ii) certain members and shareholders of the AmCheck Companies, including Assignor, (collectively, the “*Sellers*”), and (iii) iSolved HCM, LLC, a Delaware limited liability company (“*HCM*”) and iSolved Group Holdings, LLC, a Delaware limited liability company are parties to that certain Contribution and Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which HCM will purchase from Sellers all of the issued and outstanding shares and membership interests, as applicable, of the AmCheck Companies;

**WHEREAS**, Assignor is the owner of certain trademarks (the “*Trademarks*”), including applications and registrations therefor, and all the goodwill arising therefrom, as listed in Schedule A hereto;

**WHEREAS**, the Trademarks are used in the business of the AmCheck Companies and Assignor wishes to transfer, convey, assign, deliver and contribute to Assignee the Trademarks, including applications and registrations therefor, and all the goodwill arising therefrom, and has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership with the appropriate governmental or other authorities;

**WHEREAS**, Assignee wishes to acquire all of Assignor’s right, title, and interest in and to the Trademarks;

**NOW THEREFORE**, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, all right, title and interest in and to the Trademarks, including the goodwill associated therewith, all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights in and to all income, royalties, damages and payments due or payable with respect to the Trademarks, and all rights to sue, counterclaim and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict

therewith, effective as of September 14, 2018, this being the same date as that of Closing (the “*Effective Date*”).

2. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and the Purchase Agreement, and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment and the Purchase Agreement; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee’s right, title and interest in and to the Trademarks (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignee or Assignor; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or Assignor. In the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 11.9 of the Purchase Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

6. Notices. Any notice, request, or other document to be given hereunder to either party hereto shall be given in the manner in Section 11.4 of the Purchase Agreement.

7. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Requirements of Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Purchase Agreement.

9. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by all of the parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

**ASSIGNOR:**

  
\_\_\_\_\_  
Dean M. Lucente

**ASSIGNEE:**

**SIMPLIFIED BUSINESS SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name: Dave Dawson  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the Parties, effective as of the Effective Date.

ASSIGNOR:

\_\_\_\_\_  
Dean M. Lucente

ASSIGNEE:

**SIMPLIFIED BUSINESS SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: Dave Dawson

Title: Chief Executive Officer

*Signature Page to Trademark Assignment Agreement*

**SCHEDULE A  
TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>
AMERICA'S WAY TO PAY	USPTO/Principal Register	3622448