

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Handle Financial, Inc.		10/11/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BillGo, Inc.		
<b>Street Address:</b>	3003 E. Harmony Road, 5th Floor		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80528		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85552536	MOBILLIGY	
<b>Serial Number:</b>	87657852	PRISM	
<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>	818-444-4514		
<b>Email:</b>	jfriedman@stubbsalderton.com		
<b>Correspondent Name:</b>	Jonathan Friedman		
<b>Address Line 1:</b>	15260 Ventura Blvd., 20th Floor		
<b>Address Line 4:</b>	Sherman Oaks, CALIFORNIA 91403		
<b>NAME OF SUBMITTER:</b>	Jonathan Friedman		
<b>SIGNATURE:</b>	/s/ Jonathan Friedman		
<b>DATE SIGNED:</b>	11/08/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Assignment*”), dated as of October 11, 2018, is entered into by and between BillGo, Inc., a Delaware corporation (“*Assignee*”), and Handle Financial, Inc., a Delaware Corporation (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, this Assignment is entered into in connection with, and pursuant to, that certain Asset Purchase Agreement, dated as of October 11, 2018, by and among Assignee, Assignor, and the other parties signatory thereto.

### ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances (other than Permitted Liens as defined in the Asset Purchase Agreement); together with all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Assignment shall be construed and interpreted in accordance with the Asset Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any

provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

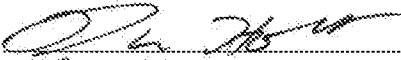
This Assignment may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the first date set forth above.

**ASSIGNEE:**

BILLGO, INC.

By:   
Name: *Daniel W. Holt*  
Title: *CEO*  
Date: *10/11/2018*

**ASSIGNOR:**

HANDLE FINANCIAL, INC.

By: \_\_\_\_\_  
Name: Daniel J. Shader  
Title: Chief Executive Officer  
Date:

IN WITNESS WHEREOF, the parties have executed this Assignment as of the first date set forth above.

**ASSIGNEE:**

BILLGO, INC.

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

Name:

Title:

Date:

**ASSIGNOR:**

HANDLE FINANCIAL, INC.

By: *Danny Shader* \_\_\_\_\_

Name: Daniel J. Shader

Title: Chief Executive Officer

Date: October 11, 2018

Schedule A

<b>Serial Number</b>	<b>Jurisdiction</b>	<b>Mark</b>
85/552,536	USA	MOBILLIGY
87/657,852	USA	PRISM
017,888,269	European Union	PRISM