

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Billing Services, LLC		12/31/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	First Mobile Trust, LLC		
Street Address:	12120 Sunset Hills Road, Suite 500		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4460982	FIRST BILLING	
Registration Number:	4453354	FIRSTCLOUD	
Registration Number:	4556759	FIRSTUTILITY	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<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:	4157735700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	37048-5		
NAME OF SUBMITTER:	Betsy Wang Lee		
SIGNATURE:	/Betsy Wang Lee/		
DATE SIGNED:	02/28/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 31, 2018 ("Effective Date") by and between First Billing Services, LLC ("Assignor"), and First Mobile Trust, LLC ("Assignee").

WHEREAS, Assignor and Paya Vertical Software, LLC, a Delaware limited liability company (the "Purchaser") are parties to that certain Membership Interest Purchase Agreement dated as of December 19, 2018 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignors, the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The assignment, transfer, conveyance and delivery of the Marks made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and

prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FIRST BILLING SERVICES, LLC

By: LSC Holdings, LLC, its Manager

By: _____

Lawrence S. Connor, Manager

FIRST MOBILE TRUST, LLC

By: _____

Patrick S. Dorsey, President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Current Owner of Record
FIRST BILLING	U.S.	85/740321 27-Sep-2012	4460982 07-Jan-2014	36, 42	Registered 6-year Affidavit of Use due 07-Jan- 2020	First Billing Services, LLC
FIRSTCLOUD	U.S.	85/740418 27-Sep-2012	4453354 24-Dec-2013	36, 42	Registered 6-year Affidavit of Use due 24-Dec- 2019	First Billing Services, LLC
FIRSTUTILITY	U.S.	85/795129 05-Dec- 2012	4556759 24-Jun-2014	36, 42	Registered 6-year Affidavit of Use due 24-Jun- 2020	First Billing Services, LLC