

900489254 03/12/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solutions Cash Systems, LLC		02/28/2019	LLC Corporation: UTAH
RECEIVING PARTY DATA			
Name:	MidFirst Bank		
Trading As:	MidFirst Bank		
Street Address:	501 N.W. Grand		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73118		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5309205	MONIFY	
CORRESPONDENCE DATA			
Fax Number:	8446664399		
<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:	8017072490		
Email:	chase@mymonify.com		
Correspondent Name:	Chase Hunsaker		
Address Line 1:	10808 South River Front Parkway #3104		
Address Line 4:	South Jordan, UTAH 84095		
NAME OF SUBMITTER:	Chase Hunsaker		
SIGNATURE:	/Chase Hunsaker/		
DATE SIGNED:	03/12/2019		
Total Attachments: 10			
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Trademark Purchase Agreement

This Trademark Purchase Agreement ("*Agreement*") is entered into as of February 28, 2019 (the "*Effective Date*") by and between MidFirst Bank, a federally chartered savings association with its principal place of business at 501 Northwest Grand Boulevard, Oklahoma City, Oklahoma 73118 ("*MidFirst*"), and Solution Cash Systems, LLC, a Utah limited liability company located at 1878 West 12600 South, Suite 111, Riverton, Utah 84065 ("*Solution*," which together with all of its affiliates and each of their owners, are referred to herein as "*Seller*"), with reference to the following:

Seller is the owner of the trademark(s) and/or service mark(s) shown on Schedule A attached hereto as well as all registrations therefor also shown on Schedule A (collectively, the "*Mark*"); and MidFirst wishes to acquire all right, title and interest in the Mark; and the parties have agreed to a sale of the same pursuant to the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Seller hereby irrevocably assigns, transfers and conveys to MidFirst all right, title and interest in and to the Mark and all Intellectual Property Rights in the Mark, together with all right, claim, credit, cause of action, or right of setoff against third parties relating to any of the foregoing, whether liquidated or unliquidated, fixed or contingent (the "*Purchased Assets*"). As used herein, "*Intellectual Property Rights*" means all commercial and intellectual property rights in the Mark arising under any state, federal or foreign jurisdiction and all goodwill associated with the Mark in any jurisdiction and all registrations or applications for registration of any of the foregoing in any jurisdiction, including any extension, modification, or renewal of any such registration or application.

(b) Seller acknowledges and agrees that, upon execution of this Agreement by Seller, MidFirst shall be the sole and exclusive owner of the Purchased Assets, including United States Registration No. 5,309,205 (the "*205 Registration*"), and that, notwithstanding the License granted herein, Seller shall be prohibited from using (except as provided in Section 2), applying for, or seeking to have any third party apply for their benefit any registration for the Mark or any mark that is identical or confusingly similar to, or a colorable imitation or dilutive of, the Mark (including MONIFI) on any trademark registry in any jurisdiction. Seller shall refrain from making any objection or otherwise contesting in any manner, directly or indirectly, any application for registration of the Mark or any mark that is identical or confusingly similar to, or a colorable imitation or dilutive of, the Mark (including MONIFI) on any trademark registry in any jurisdiction.

(c) Within ten (10) business days of the Effective Date, Seller shall take such steps necessary to assign the '205 Registration to MidFirst and file an assignment in the form of the assignment attached as Exhibit 1 ("*Assignment*") with the United States Patent and Trademark Office.

2. License.

(a) Subject to the terms, conditions, and obligations herein, MidFirst hereby grants to Solutions a limited, non-exclusive, non-transferable (except as provided in Section 2(e)), non-sublicenseable, royalty-free, right and license to use the Mark solely in connection with those goods and services identified on Schedule B hereto (the "*Services*") (the foregoing grant of rights referred to herein as the "*License*"). MidFirst agrees that it will not grant a license to use the Mark to any entity or individual other than MidFirst's owners, directors, subsidiaries, divisions, and affiliates.

(b) The License granted hereunder shall commence on the Effective Date and shall continue for so long as Solutions uses the Mark with the Services in compliance with the terms herein. Provided however, that Seller may elect to cease using the Mark in commerce according to Seller's business strategies and operations, and such cessation of use shall not be considered termination of the License granted hereunder. Upon breach by Seller of any provision of this Agreement, MidFirst shall have the right to terminate the License upon which termination all rights in the Mark granted hereunder shall immediately expire; and Seller shall immediately cease and permanently refrain from all use of the Mark.

(c) MidFirst reserves all rights not expressly granted hereunder Seller shall maintain the quality of the Services identified by the Mark at a level that is substantially the same as or higher than the quality of Services identified by the Mark as of the Effective Date, and Seller agrees its use of the Mark will be in a manner substantially similar to Seller's use of the Mark as of the Effective Date. Seller agrees to cooperate with MidFirst in facilitating MidFirst's control of the quality of the Services identified by the Mark and the manner in which the Mark is used to promote or advertise or is otherwise used in connection with, the Services. If MidFirst objects to any use of the Mark, MidFirst shall notify Seller of such objection and Seller shall reasonably modify its use of the Marks to MidFirst's approval within ten (10) business days of such notice by MidFirst, with such approval not to be unreasonably withheld.

(d) Unless MidFirst elects, in writing, to allow Seller to enforce against third-party infringement of the Mark, MidFirst shall have the sole right to enforce against any threatened or actual infringement of the Mark by third parties, and all decisions relating thereto shall be in MidFirst's sole discretion, and all monies or other compensation received as a result of such enforcement shall belong to MidFirst. Should MidFirst elect to enforce against infringement of the Marks in relation to the Services, Solutions shall reasonably cooperate in MidFirst's efforts to enforce MidFirst's rights in the Marks.

(e) The rights granted to Seller shall not be assignable without MidFirst's prior written consent, which consent may be withheld for any or no reason, except in the event of a business reorganization, merger or acquisition of Seller or of substantially all of Seller's assets, in which event MidFirst's consent shall not be unreasonably withheld.

(f) Seller acknowledges that a breach by Seller of the terms of the License may cause MidFirst irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, MidFirst will be

entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which MidFirst may be entitled to at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

3. Payment by MidFirst.

(a) Within one (1) business day of receiving a copy of this Agreement executed by Solutions, MidFirst agrees: (i) to pay and Solutions hereby accepts payment in the amount Twenty-Five Thousand Dollars (\$25,000) (the "*Initial Payment*"), which shall be delivered to Seller via wire transfer to an account designated by Seller, or by such other method as agreed to by the parties; and (ii) to place into an escrow account agreed to by the parties the amount of Seventy-Five Thousand Dollars (\$75,000) (the "*Second Payment*" which together with the Initial Payment is referred to as the "*Purchase Price*").

(b) Within five (5) business days of the Record Change, MidFirst agrees to pay and Solutions hereby accepts payment the Second Payment, which shall be delivered to Seller via wire transfer to an account designated by Seller, or by such other method as agreed to by the parties. As used herein, the "*Record Change*" the date on which a party provides the other party notice that the Assignment is formally recorded with the United States Patent and Trademark Office and MidFirst is reflected as the owner of the '205 Registration on the Trademark Electronic Search System of the United States Patent and Trademark Office.

(c) Each of the Sellers acknowledges and agrees that the Purchase Price shall be the sole consideration for the assignment of rights granted to MidFirst and Seller's representations, covenants and obligations hereunder.

4. Representations and Warranties of Seller. Each of the parties represents and warrants to the other party that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the execution of this Agreement has been duly authorized by all necessary organizational action of it; (c) when executed and delivered by both parties this Agreement will constitute the legal, valid and binding obligation of it enforceable against it in accordance with its terms and conditions. Sellers additionally represent and warrant that, upon consummation of the transactions contemplated by this Agreement, Sellers will have sold, assigned, transferred, and conveyed to MidFirst all of the Purchased Assets, free and clear of all liens and encumbrances of every kind and nature except for the License granted herein.

5. Miscellaneous.

(a) Tax Liability. Neither party makes any representations or takes any obligations concerning the other party's tax liability. Each party shall be liable for their own respective tax liability, whether federal, city, state or local tax assessment. The parties each agree to file all tax returns concerning this transaction and the Purchased Assets consistent with each other and further agree that neither party shall take any position in any audit or similar proceeding that is inconsistent with the other party's position as to tax allocation and liability.

(b) Further Assurances. The parties shall, without further consideration, promptly execute any documents reasonably necessary to assure that the undertakings expressed in this Agreement are carried out and that this Agreement is otherwise fully implemented in all respects. In furtherance of the foregoing, Seller agrees to use commercially reasonable efforts to execute any documents and take all actions reasonably required the transfer of any of the Purchased Assets. Each party shall be responsible for their own costs and expenses incurred in the preparation and delivery of this Agreement and in connection with the transactions contemplated by this Agreement, whether or not consummated including, without limitation, the expenses of their own attorneys and accountants.

(c) Assignment. This Agreement is freely assignable by MidFirst. Seller may not assign this Agreement other than as provided for in Section 2(e). This Agreement shall inure to the benefit of and bind the parties hereto, and their successors and permitted assigns.

(d) Notices. All notices or other communications required or contemplated by this Agreement shall be in writing and shall be deemed to have been given when (a) personally delivered in return for a receipt; (b) mailed by registered or certified mail, return receipt requested; or (c) sent by a recognized overnight courier service, as follows:

To MidFirst:

MidFirst Bank
Attn.: Derek Caswell
1st Senior Vice President,
Director of Marketing and Retail Products
501 N.W. Grand
Oklahoma City, OK 73118

With a copy to

M. Randall Sparks
General Counsel, MidFirst Bank
501 N.W. Grand
Oklahoma City, OK 73118

To Seller:

Solutions Cash Systems, LLC
Chase Hunsaker, Manager
10808 S. River Front Parkway, # 3104
South Jordan, UT 84095

or to such other person or address as either party shall hereafter designate from time to time by similar notice. Any such notice shall be deemed given upon hand delivery in return for a receipt, on the third business day after being deposited with the U.S. Mail if sent by mail as provided herein, or on the next business day after being deposited with a recognized overnight courier.

(e) Modification and Waiver. No modification or amendment of this Agreement shall be effective unless it is in writing signed by both Solutions and MidFirst. No waiver of any provision of this Agreement, and no consent by any party hereto to any departure therefrom, shall be effective unless in writing signed by the party to be bound thereby, and the same will only then be effective for the period and on the conditions and for the specific instances and purposes specified in such writing.

(f) Governing Law. All matters relating to or arising out of this Agreement or any transaction contemplated by this Agreement and the rights of the parties (whether sounding in contract, tort, or otherwise) will be governed by and construed and interpreted under the laws of the State of Oklahoma without regard to conflicts of laws principles that would require the application of any other law.

(g) Jurisdiction; Service or Process. Except as otherwise provided in this Agreement, any action, arbitration, mediation, audit, hearing, investigation, litigation, proceeding or suit (each, a "*Proceeding*") arising out of or relating to this Agreement or any transaction contemplated by this Agreement shall be brought in the state or federal courts sitting in Oklahoma City, Oklahoma and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such Proceeding shall be heard and determined only in any such court, and agrees not to bring any Proceeding arising out of or relating to this Agreement or any transaction contemplated by this Agreement in any other court. If any Proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

(h) Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements, understandings, and representations (oral, written, implied or expressed), including without limitation, any letters of intent or similar writings between the parties. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or

provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

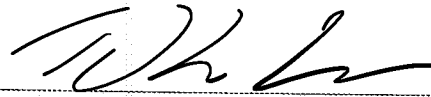
(i) Construction. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement and the Exhibits to this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits and Schedules to this Agreement.

(j) Counterparts and Delivery. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

**** Signatures on following page; remainder of page left intentionally blank ****

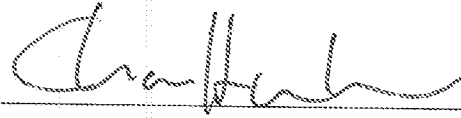
IN WITNESS WHEREOF, the parties have executed this Agreement to be delivered and effective as of the date and year first above written.

"MidFirst"



By: Derek Caswell, 1st Senior Vice
President, Director of Marketing and Retail
Products

"Seller"



By: Chase Hunsaker
Manager, Solutions Cash Services, LLC

Schedule A

MARK	REG. NO.
MONIFY	5,309,205
MONIFY	Common law
MONIFY	Common law
MONIFY MERCHANT SOLUTIONS	Common law

Schedule B

Merchant processing services

Point-of-sale systems

Payment software

ATM placement and services

Back-office solutions

Safes and smart safes

ACH Processing Solutions

Accounts Processing and Accounts Receivable Solutions as offered through Cashflow 360 at <https://desktop.apps.com/apps/223841/cashflow-360#!overview>

Business Consulting

Equipment (i.e. Cooler Boxes, Cabinets, Shelving, etc.)

Finance Products (Line of Credit, Business Loan, Equipment Loan & Lease, & SBA) shown on page 10 hereto and available at currency.mymonify.com:



CURRENCY FINANCE PRODUCTS

	Express	Express	Express	Express
	N/A	3 months - 5 years	6 - 60 months	10 - 25 years
	\$10k - \$10MM+	\$5k - \$500k	\$2.5k - \$1MM	\$30k - \$5MM
Credit Floor	600	600	550	600
% Rates	5.00%+	4.90%+	4.5%+	5.75%+
	No Fees	<ul style="list-style-type: none"> • Orig. fee 150 days • No prepayment penalty 	<ul style="list-style-type: none"> • 180 day deferral • No down payment 	<ul style="list-style-type: none"> • No prepayment penalty after third year
✦ Uses	<ul style="list-style-type: none"> • Inventory • Payroll • Marketing • Factoring 	<ul style="list-style-type: none"> • Hire inventory • Refinance high interest debt 	<ul style="list-style-type: none"> • Tax deduction • Automation • Revenue generating 	<ul style="list-style-type: none"> • Real estate • Working capital • Debt refinance
	Minutes/ 24 hours	Minutes/ 24 hours	Minutes/ 24 hours	10-20 days
Fund				

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