

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519602

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900494305		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
blispay inc.		02/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comenity Servicing LLC		
<b>Street Address:</b>	3075 Loyalty Circle		
<b>Internal Address:</b>	Attn: Mark K. Velasco		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43219		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5481667		
<b>Registration Number:</b>	5174912	BLISPAY	
<b>Registration Number:</b>	5481666	BLISPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142210479		
<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>	614.229.3214		
<b>Email:</b>	abiehl@baileycav.com		
<b>Correspondent Name:</b>	Adam J. Biehl		
<b>Address Line 1:</b>	10 W. Broad Street, Suite 2100		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Adam J. Biehl		
<b>SIGNATURE:</b>	/Adam J. Biehl/		
<b>DATE SIGNED:</b>	04/18/2019		
<b>Total Attachments: 11</b>			
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source=Trademark Assignment Cover Sheet#page1.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This **Intellectual Property Assignment** (the “Assignment”) is executed and delivered effective as of February 7, 2019 (the “Effective Date”) by and between **blispay inc.**, a Delaware corporation (the “Assignor”), and **Comenity Servicing LLC**, a Delaware limited liability company (the “Assignee”), under the following circumstances:

**A.** The parties have entered into that certain Asset Purchase Agreement dated as of February 7, 2019 (the “Purchase Agreement”) between Assignor and Assignee. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**B.** Assignor is the owner of those certain Intellectual Property Assets more fully defined in the Purchase Agreement and also identified on attached **Exhibit A** (the “Intellectual Property Assets”).

**C.** Assignor is the owner of those certain trademarks included among the Intellectual Property Assets and identified on attached **Schedule 3.24.5** (the “Marks”), and those certain internet domain name registrations included among the Intellectual Property Assets and identified on attached **Schedule 3.24.9** (the “Net Names”);

**D.** Pursuant to the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee all of Assignor’s right, title, and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Conveyance and Acceptance of Intellectual Property Assets.** Assignor hereby sells, conveys, assigns, transfers, grants, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title, interests, claims, and ownership whatsoever, in and to the Intellectual Property Assets, including but not limited to: all rights and privileges of any kind or nature associated with or related to the Intellectual Property Assets, including, but not limited to all derivative rights, reproduction rights, trade secrets, confidential information, economic rights, publicity rights, proprietary information, technical data, patent rights, know-how, product plans, products, services, software, formulae, processes, inventions (both patentable and unpatentable) and any improvements, modifications, or enhancements to any of the inventions, experimental developments, research, operating methods, business plans, discoveries, and ideas, in and to or related to the Intellectual Property Assets; all computer programs, programs based upon or developed by or from computer programs (including any improvements, modifications, enhancements, codes, system documentation), drawings, schematics, flow charts, notes, prototypes, design specifications and engineering in and to the Intellectual Property Assets; all hardware configuration, design, web site or Internet elements, concepts, text, operation elements, user interface elements, characters, photographs, graphics, videos, recordings, overall look and feel and operating methods in and to the Intellectual Property Assets; all other technical data and technical information in and to the Intellectual Property Assets; the right to seek, secure, and

receive in the United States or in any foreign country, in Assignee's name as claimant, applicant, and owner, any copyright, patent and trademark registrations for the Intellectual Property Assets or any portions of the Intellectual Property Assets and the right to initiate any other proceedings before all government and administrative bodies with respect to any such Intellectual Property Assets; the right to secure renewal, re-issuance, and/or extension of any such copyright, patent, or trademark registrations related to the Intellectual Property Assets in the United States or in any foreign country; the right to sue and recover for any past, present, or future infringement of any of the Intellectual Property Assets; and the rights to all goodwill associated with the Intellectual Property Assets. Except for the limited license set forth below, Assignor confirms that no rights in the Intellectual Property Assets whatsoever are retained by Assignor and all these rights are to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

## **2. Recordation.**

**2.1 Authorization to Record Assignment.** Assignor hereby authorizes and requests that the U.S. Patent and Trademark Office, the U.S. Copyright Office, and any other governmental office or official holding a corresponding position of authority in any other state or country with respect to any of the Intellectual Property Assets, record this Assignment and Assignee's ownership of any of the underlying Intellectual Property Assets. Without limiting the foregoing, Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in Assignee's name for the Marks. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to any and all of the Intellectual Property Rights.

**2.2 Domain Names.** Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Net Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Net Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Net Names. Without limiting the foregoing, at Assignee's request and expense the Assignor will cooperate with Assignee to (a) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (b) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (c) take any further actions required by the Registering Authority's policies and rules to transfer the Net Names to Assignee.

**3. Further Assurances.** Each party shall, from time to time and at all times hereafter, upon the reasonable request of any of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Purchase Agreement and this Assignment.

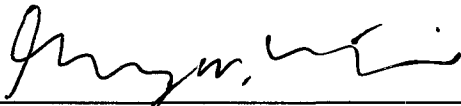
**4. Miscellaneous.** This Assignment, and all terms and provisions thereof, and amendments hereto, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors, permitted assigns, and legal representatives. This Assignment shall be governed in all respects including its validity, construction, interpretation, breach and performance by the laws of the state of Delaware, without regard to Delaware choice of law provisions. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Any party may execute any counterpart of this Assignment by facsimile or other written or electronic confirmation from such party of execution of such counterpart by such party. Any such facsimile or other written or electronic confirmation from such party of the execution of a counterpart hereof shall be fully effective as an original counterpart hereof. Each party agrees to execute and deliver all such instruments, certificates, and documents as any party to this Assignment may reasonably request from time to time in order to effectuate the purpose and intent of this Assignment. Nothing expressed or implied in this Assignment is intended to or shall be construed to confer upon or to give any person or entity, other than the parties hereto and their successors, permitted assigns, and legal representatives, any rights or remedies.

[The remainder of this page is intentionally left blank; signatures follow.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment on and as of the day and year first above written.

**Assignor:**

**blispay inc.**, a Delaware corporation

By:   
\_\_\_\_\_  
Gregory Lisiewski, President

**Assignee:**

**Comenity Servicing LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on and as of the day and year first above written.

Assignor:

blispay inc., a Delaware corporation

By: \_\_\_\_\_  
Gregory Lisiewski, President

Assignee:

Comenity Servicing LLC, a Delaware limited liability company

By: Mike Rosello  
Print name: Mike Rosello  
Title: CEO

## EXHIBIT A

### **Intellectual Property Assets**

The term “Intellectual Property Assets” means all intellectual property owned or licensed (as licensor or licensee) by Assignor in which Assignor has a proprietary interest, including:

- (a) the Technology Platform;
- (b) the name “blispay” and any assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, “Marks”), including, without limitation, those Marks described on attached **Schedule 3.24.5**;
- (c) all patents, patent applications and inventions and discoveries that may be patentable (collectively, “Patents”);
- (d) all registered and unregistered copyrights in both published works and unpublished works (collectively, “Copyrights”);
- (e) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, specifications, data, methods, process technology, plans, drawings, blue prints and other proprietary information and materials (collectively, “Trade Secrets”);
- (f) all rights in internet web sites and internet domain names presently used by Assignor (collectively, “Net Names”), including, without limitation, those Net Names described on attached **Schedule 3.24.9**; and
- (g) all documentation, advertising copy, marketing materials, and databases.

“Software” means all computer software, computer programs and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith. Without limiting the foregoing, Assignor’s Software includes all Software used by Assignor in connection with Assignor’s Technology Platform.

“Technology Platform” means, Assignor’s technology platform (including the technology platform’s Software, related documentation, intellectual property, and assets) which provides certain web, online, and digital services and capabilities relating to Assignor’s products and business, including financing, credit card acquisition and application, issuance, account management, account payment, merchant support, web pages and sites, and related consumer and merchant services.

Without limiting the foregoing, the Intellectual Property Assets includes those Intellectual Property Assets described on attached **Schedule 3.24.2**.



**Schedule 3.24.2**

**Intellectual Property Assets**

The Marks listed in Section 3.24.5 below are incorporated by reference.

Trade Secrets include: engineering code underlying the blispay platform; fraud models; and Assignor's consumer list.

The Net Names listed in Section 3.24.9 below are incorporated by reference.

**Schedule 3.24.5**

**Marks**

USPTO Registered Trademark for “BLISPAY” – US Registration Number 5174912, US Serial Number 87004994, registered April 4, 2017

USPTO Registered Trademark for “BLISPAY” – US Registration Number 5481666, US Serial Number 87057674, registered May 29, 2018

USPTO Registered Trademark for “BLISPAY” – US Registration Number 5481667, US Serial Number 87058410, registered May 29, 2018

blispay logo (an unregistered trademark):



### Schedule 3.24.9

#### Net Names

Domains, associated top-level domains (.org, .com, .net, .info), and/or subdomains of each of the following:

blispay.com  
blispay.co.uk  
blispay.info  
blispay.io  
blispayapp.com  
bliss-pay.com  
blisspay.co.uk  
blisspay.com  
blisspay.io  
blisspay.net  
blisspay.org  
blisspayapp.com  
blisspaycard.com  
getblispay.com  
getblisspay.com  
tryblispay.com  
tryblisspay.com  
useblispay.com  
useblisspay.com  
thelatercard.com  
six4zero.com  
mobileblis.com  
latercard.com  
cardblis.com  
blispaycard.com  
blispay.cc  
bliscredit.com  
blisbank.com



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 18, 2019

PTAS

ADAM J. BIEHL  
10 W. BROAD STREET, SUITE 2100  
COLUMBUS, OH 43215



900494305

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The nature of conveyance appears to be just an assignment not a nunc pro tunc. Also Receiving Party Entity Type appears to be incorrect, cover sheet states Corporation of Delaware, however the document states a Limited Liability company of Delaware, please clarify

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, May 20, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900494305**  
**Access Code: 1E46XAANQYMBFOP**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION