

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Service Finance Corporation		08/20/2019	Corporation:
RECEIVING PARTY DATA			
Name:	EVERASF, LLC.		
Street Address:	1515 Wynkoop St. Ste. 250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4835338	ASF	
Registration Number:	2728792	ASF INTERNATIONAL	
Registration Number:	2609386	CLUBPRO 3000	
Registration Number:	2547128	PASS A FRIEND	
Registration Number:	2547129	PASS A FRIEND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3038000579		
Email:	lisa@evercommerce.com		
Correspondent Name:	Lisa Hephner		
Address Line 1:	1515 Wynkoop St., Ste. 250		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Lisa Hephner		
SIGNATURE:	/LisaHephner-asf92519/		
DATE SIGNED:	09/25/2019		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of August 20, 2019 by **AMERICAN SERVICE FINANCE CORPORATION**, a Colorado corporation (the "Company"), in favor of **EVERASF, LLC**, a Delaware limited liability company ("Purchaser").

Statement of Purpose

WHEREAS, Purchaser and the Company are parties to that certain Asset Purchase Agreement, dated August 16, 2019 (the "Purchase Agreement"), by and among Purchaser, PaySimple Holdings, Inc. d/b/a EverCommerce, a Delaware corporation, the Company and the stockholders of the Company listed on the signature pages thereto,

WHEREAS, pursuant to the Purchase Agreement, the Company has agreed to sell, assign, transfer, convey and deliver to Purchaser, among other assets, the Company's entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by the Company and related to the assets acquired pursuant to the Purchase Agreement, including, without limitation, the following trademarks (collectively, the "Assigned Trademarks"):

ASF - Registered October 20, 2015; Reg. No. 4835338

ASF INTERNATIONAL - Registered June 24, 2003; Reg. No. 2728792

CLUBPRO 3000 – Registered August 20, 2002; Reg. No. 2609386

PASS A FRIEND – Registered March 12, 2002; Reg. No. 2547128

PASS A FRIEND (stylized) – Registered March 12, 2002; Reg. No. 2547129

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement; and

WHEREAS, all capitalized terms used in this Assignment and not otherwise defined will have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, assigns and delivers to Purchaser, its successors and assigns forever, free and clear of any liens or encumbrances, all of the Company's legal and equitable right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The Company covenants that the Company will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for better assuring, conveying and confirming such conveyance of the Assigned Trademarks to Purchaser as Purchaser shall reasonably require.

The Company hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Purchaser, as assignee of the entire right, title, and interest therein or otherwise as Purchaser may direct and, at Purchaser's cost, to record and register this Assignment upon request by Purchaser, its successors, assigns and legal representatives, or to such nominees as it may designate. The Company shall, at Purchaser's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

The Company agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

The representations and warranties of the Company, and the rights, remedies and obligations of any Party, under the Purchase Agreement shall not be deemed to be enlarged, limited, modified or altered in any way by this Assignment.

The Company hereby constitutes and appoints Purchaser as the Company's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Company but on behalf and for the benefit of Purchaser and its successors and assigns, to take any actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign the Assigned Trademarks to Purchaser and its successors and assigns. The Company declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Company or by its dissolution or in any manner or for any reason whatsoever.

This Assignment (a) is irrevocable and effective upon the Company's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of a signed copy of this instrument in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds the Company and the Company's successors and assigns, and (c) does not broaden, modify or affect any representations, warranties, rights or obligations in the Purchase Agreement, and is subject to, the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Assignment, the provisions of the Purchase Agreement will control.

[Signature Page Follow]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the date first above written.

**AMERICAN SERVICE FINANCE
CORPORATION**, a Colorado corporation

By: 

Name: Robert Riches

Title: President

[Signature Page – Assignment of Trademarks]