

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544749

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Centerstone Insurance and Financial Services, Inc. DBA Benefitmall | | 10/01/2019 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Compupay, Inc. | | |
| Street Address: | 3450 Lakeside Drive, Suite 400 | | |
| City: | Miramar | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33027 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5563462 | PAYFOCUS | |
| Serial Number: | 86582083 | PEOPLEFOCUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165863939 | | |
| <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: | 216-586-7129 | | |
| Email: | nytef@jonesday.com | | |
| Correspondent Name: | Carrie L. Kiedrowski | | |
| Address Line 1: | 250 Vesey Street | | |
| Address Line 2: | Jones Day | | |
| Address Line 4: | New York, NEW YORK 10281 | | |
| ATTORNEY DOCKET NUMBER: | 121123-615055 | | |
| NAME OF SUBMITTER: | Carrie L. Kiedrowski | | |
| SIGNATURE: | /Carrie L. Kiedrowski/ | | |
| DATE SIGNED: | 10/11/2019 | | |
| Total Attachments: 4 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is dated as of 10/1/19, 2019 (the "Effective Date"), and entered by and between Centerstone Insurance and Financial Services, Inc. DBA BenefitMall, a California Corporation, 12404 Park Central, Suite 400S, Dallas, Texas 75251 ("Assignor") and CompuPay, Inc., a Florida Corporation, Suite 400 3450 Lakeside Drive, Miramar, Florida 33027 ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of all trademarks, service marks, and trade names used in connection with its business, including but not limited to all common law rights, all registrations thereof as shown in the attached Schedule A, and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Marks"); and

WHEREAS, Assignee is desirous of acquiring the exclusive right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns all of its right, title, and interest in and to the Assigned Marks, including without limitation, the trademark and the trademark registration (including as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Assigned Marks or Assignor's use of the Assigned Marks.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Representations by Assignor. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee. Assignor, however, makes no representation or warranty, express or implied, regarding the validity or enforceability of the Assigned Marks.

4. Procedures. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Assigned Marks, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

5. **Successors and Assigns.** This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6. **Entire Agreement; Counterparts.** This Agreement, together with the attached Schedule A, constitute the entire agreement, and supersede any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Agreement may be delivered by means of a facsimile machine or other electronic transmission (including .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

Centerstone Insurance and Financial Services, Inc. DBA BenefitMall

By: Laura Clenney

Name: Laura Clenney

Title: Vice President, Marketing Services

ASSIGNEE

CompuPay, Inc.

By: Todd Welschki

Name: Todd Welschki

Title: President Payroll

SCHEDULE A

| Trademark | Registration No./Application No. | International Class / Services |
|------------------|---|---|
| PAYFOCUS | Reg. No. 5,563,462 | <p>IC 035. Providing an internet website featuring payroll processing, administration, and management; providing an internet website portal featuring payroll tax file management, and tax administration services in the nature of preparing payroll tax reports. FIRST USE: 20141110. FIRST USE IN COMMERCE: 20141110</p> <p>IC 036. Providing an internet website featuring payroll tax processing, namely, payroll tax debiting services, tax payment processing services. FIRST USE: 20141110. FIRST USE IN COMMERCE: 201411</p> |
| PEOPLEFOCUS | App. No. 86/582,083 | <p>IC 035. MARKETING CONSULTING SERVICES IN THE FIELD OF BUSINESS; PAYROLL ADMINISTRATION, MANAGEMENT, PREPARATION AND PROCESSING SERVICES; COMPUTERIZED PAYROLL SERVICES, NAMELY, PAYROLL PROCESSING SERVICES; ONLINE BUSINESS SERVICES, NAMELY, PAYROLL PREPARATION SERVICES; EMPLOYEE ADMINISTRATION SERVICES, NAMELY, EMPLOYEE'S TIME AND ATTENDANCE RECORDING AND REPORTING; TAX FILING SERVICES; RECORD KEEPING FOR EMPLOYEE BENEFITS PLANS, WORKERS COMPENSATION INSURANCE ADMINISTRATION, THIRD PARTY GARNISHMENT PROCESSING, AND</p> |

| Trademark | Registration No./Application No. | International Class / Services |
|-----------|----------------------------------|---|
| | | <p>UNEMPLOYMENT CLAIMS ADMINISTRATION</p> <p>IC 036. PROVIDING AN ON-LINE COMPUTER DATABASE TO INSURANCE BROKERS, EMPLOYERS AND EMPLOYEES IN THE FIELD OF PROGRAMS, BENEFITS, PRODUCTS AND SERVICES OF VARIOUS FULL SERVICE INSURANCE GENERAL AGENCIES; INSURANCE BROKERAGE SERVICES; ADMINISTRATION OF BUSINESS EMPLOYEE BENEFIT PLANS CONCERNING INSURANCE; FINANCIAL SERVICES, NAMELY, ADMINISTRATION OF EMPLOYEE BENEFITS PLANS CONCERNING FINANCE AND INSURANCE; PAYROLL TAX DEBITING SERVICES; FINANCIAL ADMINISTRATION OF EMPLOYEE PENSION PLANS VIA A GLOBAL COMPUTER NETWORK</p> <p>IC 045. REGULATORY COMPLIANCE CONSULTING IN THE FIELD OF COMPLIANCE WITH LEGISLATION AND REGULATIONS IN THE FIELD OF INSURANCE</p> |

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