

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluePay Processing, LLC		10/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bear OpCo LLC		
Street Address:	363 West Big Beaver Road, Suite 400		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4055330	BILLHIGHWAY	
Registration Number:	4268379	HEALTHY FINANCIALS. MISSION ACCOMPLISHED	
Registration Number:	4398747	BILLHIGHWAY ENTERPRISE	
Registration Number:	4389439	BILLHIGHWAY GIVE	
Registration Number:	4272414	BILLHIGHWAY PREPAID CARD	
Registration Number:	4373485	BILLHIGHWAYCARE	
Registration Number:	4373484	BILLHIGHWAYS SAFE	
Registration Number:	4377659		
Registration Number:	3010966	INTERSTATE APH	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.5085		
Email:	kiran.jassal@morganlewis.com, antonio.teixeira@morganlewis.com		
Correspondent Name:	Kiran Jassal		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004-2541		

CH \$240.00 4055330

NAME OF SUBMITTER:	Kiran Jassal
SIGNATURE:	/Kiran Jassal/
DATE SIGNED:	10/11/2019
Total Attachments: 9 source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page1.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page2.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page3.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page4.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page5.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page6.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page7.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page8.tif source=BluePay Processing - Confirmatory IP Assignment (Executed and Redacted)#page9.tif	

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (together with the schedule(s) attached hereto, this “**IP Assignment**”) is entered into as of October 10, 2019 (the “**Effective Date**”) by and between BluePay Processing, LLC, a Delaware limited liability company (“**Assignor**”), and Bear OpCo LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated September 20, 2019, by and between First Data Corporation, a Delaware corporation and sole member of Assignor (“**Parent**”), and Assignee (the “**Purchase Agreement**”), Parent agreed to cause Assignor, among other things, to assign, transfer, convey, and deliver to Assignee its entire right, title, and interest in, to and under all of the Purchased IP Rights (as defined below). Capitalized terms used herein, but not otherwise defined, shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Purchased IP Rights.

2. For clarity, the foregoing assignment of Purchased IP Rights includes: (a) all rights to file for registrations for the Purchased IP Rights; (b) all rights of action accrued, accruing and to accrue under and by virtue of the Purchased IP Rights; (c) all rights to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith that are collected after the date hereof; and (d) any and all goodwill associated with the Purchased IP Rights.

3. Assignor will, without further consideration, comply with any reasonable request by Assignee, at Assignee’s expense, to undertake any acts or execute and deliver promptly any additional documents and other instruments as may be reasonably necessary or desirable in order to render effective the consummation of the transactions contemplated by this Assignment.

4. Certain Definitions. As used herein:

a. “**Intellectual Property**” means any and all intellectual property and industrial property rights and assets, and all rights, interests, and protections that are associated with any and all of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (i) trademarks, service marks, trade names, logos, trade dress, design rights, and other similar designations of source, sponsorship, association, or origin, including all applications and registrations and the goodwill connected with the use of and symbolized by any of the foregoing; (ii) copyrights, works of authorship, author, performer, and moral rights, together with all translations, adaptations, and derivations thereof, including all applications and registrations related to any of the foregoing; (iii) trade secrets and any of the following to the extent it is confidential: know-how, discoveries, business, marketing, and technical information, inventions, invention disclosure statements, research and development, formulae, product road maps, specifications, designs, customer and supplier lists, pricing and cost information, ideas, databases and collections of data, source code and other confidential and proprietary information and all rights therein (all of the foregoing in subsection (iii) collectively, “**Trade Secrets**”); (iv) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Body-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models), and patent

applications; (v) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Body, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (vi) software and firmware, including related data files, source code, object code, application programming interfaces, user interfaces, software and application architecture and schematics, computerized databases, assemblers, applets, compilers, compiled code, binaries, operating systems, and specifications and documentation relating to the foregoing (all of the foregoing in subsection (vi) collectively, “**Software**”); and (vii) other intellectual property and related proprietary rights, interests and protections.

b. “**Licensed IP Rights**” means all Intellectual Property licensed by the Seller from any other Person and used primarily or held for use primarily in, and material to, the Business as set forth on Schedule A to this Agreement as Licensed IP Rights.

c. “**Purchased IP Rights**” means the Seller Owned IP Rights together with the Licensed IP Rights.

d. “**Seller Owned IP Rights**” means all Intellectual Property rights owned or purported to be owned by Seller that are used primarily or held for use primarily in, and material to, the Billhighway and Greekbill business units (the “**Business**”) immediately prior to the date hereof as set forth on Schedule A to this Agreement as Seller Owned IP Rights.

5. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this IP Assignment.

6. This Agreement is made in accordance with and subject to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement 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 Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

7. Buyer acknowledges that Seller and Parent make no representation or warranty with respect to the Purchased IP Rights except as specifically set forth in the Purchase Agreement.

8. All matters relating to or arising out of this Agreement or the transactions contemplated by this Agreement (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9. EACH PARTY HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN NEW CASTLE COUNTY IN THE STATE OF DELAWARE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT MAY BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS

RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS SPECIFIED IN THIS IP ASSIGNMENT. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF EITHER PARTY HERETO TO SERVE ANY SUCH LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Confirmatory Intellectual Property Assignment as of the Effective Date.

Assignor:

BLUEBAY PROCESSING, LLC

By: Bala Janakiraman
1BCDDDF99D92492...
Name: Bala Janakiraman
Title: vice President

Assignee:

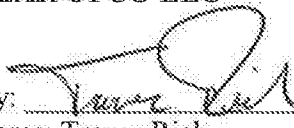
BEAR OPCO LLC

By: _____
Name:
Title:

[Signature Page to the Confirmatory Intellectual Property Assignment Agreement]

Assignee:

BEAR OPCO LLC

By: 

Name: Trevor Rich


Title: President


[Signature Page to the Confirmatory Intellectual Property Assignment Agreement]

Schedule A
Purchased IP Rights

A. SELLER OWNED IP RIGHTS:

Registered Trademarks:

Mark	Reg. No.	Status	Country	Filing Date	Reg. Date	Owner
BILLHIGHWAY	4055330	Registered	United States of America	Jan. 14, 2011	Nov. 15, 2011	BluePay Processing, LLC
HEALTHY FINANCIALS. MISSION ACCOMPLISHED.	4268379	Registered	United States of America	Aug. 16, 2012	Jan. 01, 2013	BluePay Processing, LLC
BILLHIGHWAY ENTERPRISE	4398747	Registered	United States of America	Aug. 2, 2012	Sep. 10, 2013	BluePay Processing, LLC
BILLHIGHWAY GIVE	4389439	Registered	United States of America	Aug. 2, 2012	Aug. 20, 2013	BluePay Processing, LLC
BILLHIGHWAY PREPAID CARD	4272414	Registered	United States of America	Aug. 2, 2012	Jan. 8, 2013	BluePay Processing, LLC
BILLHIGHWAYCARE	4373485	Registered	United States of America	May 14, 2012	July 23, 2013	BluePay Processing, LLC
BILLHIGHWAYS SAFE	4373484	Registered	United States of America	May 14, 2012	July 23, 2013	BluePay Processing, LLC
Smile Design 	4377659	Registered	United States of America	Aug. 8, 2012	July 30, 2013	BluePay Processing, LLC

INTERSTATE APH & Design 	3010966	Registered	United States of America	June 8, 2004	Nov. 1, 2005	BluePay Processing, LLC
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