

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrington Corporation		03/23/2020	Corporation:
RECEIVING PARTY DATA			
Name:	First International Bank & Trust		
Street Address:	3001 25th Street South		
City:	Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58103		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2208712	QUICKWIRE	
CORRESPONDENCE DATA			
Fax Number:	7012370544		
<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:	701-281-8822		
Email:	tara@neustel.com		
Correspondent Name:	Neustel Law Offices, LTD		
Address Line 1:	2534 South University Drive Suite 4		
Address Line 4:	Fargo, SOUTH DAKOTA 58103		
NAME OF SUBMITTER:	Tara Schwan		
SIGNATURE:	/Tara Schwan/		
DATE SIGNED:	03/25/2020		
Total Attachments: 4			
source=2020-03-25_Executed_Trademark_Assignment_Barrington_to_First_International_BARR-013#page1.tif			
source=2020-03-25_Executed_Trademark_Assignment_Barrington_to_First_International_BARR-013#page2.tif			
source=2020-03-25_Executed_Trademark_Assignment_Barrington_to_First_International_BARR-013#page3.tif			
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OP \$40.00 2208712

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into on March 23rd, 2020, (the "Effective Date"), by Barrington Corporation. ("Assignor") for the benefit of First International Bank & Trust, a North Dakota corporation ("Assignee" and the purchaser of substantially all of the assets of Assignor's affiliate Intercept Corporation pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 4, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignor hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations, and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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.

2. Assignor represents and warrants that: (a) he has not anywhere throughout the world assigned or in any manner encumbered or impaired the rights granted herein and there is no outstanding claim or lien against the Assigned Trademarks; (b) Assignor shall execute any necessary instruments to convey and assign the Assigned Trademarks herein intended to be conveyed; (c) Assignor has not given to any person, firm or corporation throughout the world any license or privilege of any kind, nature, or by description in the Assigned Trademarks inconsistent with the rights hereby granted and transferred or by which the same could be diminished or impaired; and (d) Assignor has the sole and exclusive right to dispose of the rights and privileges hereby granted and transferred.

3. Assignor hereby irrevocably designates and appoints Assignee and each of its duly authorized officers, agents, representatives, successors and assigns as Assignor's agent and

attorney-in-fact to act for and on behalf of Assignor to execute and file all documents and to do all other lawfully permitted acts to permit Assignee to file, prosecute, obtain, maintain, defend and enforce any and all of the Intellectual Property Rights, with the same force and effect as if executed and performed by Assignor.

4. Assignor agrees to reasonably assist Assignee, at Assignee's cost, in the prosecution before the United States Patent and Trademark Office, United States Copyright Office, United States Federal Courts, Foreign Patent Offices, and/or Foreign Courts of competent jurisdiction, of any matters relating to the Intellectual Property Rights and Technology that Assignee elects to make covering the same.

5. This Agreement and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Dakota, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction).

Signature Page Follows

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement on the 23rd day of March, 2020.

Barrington Corporation

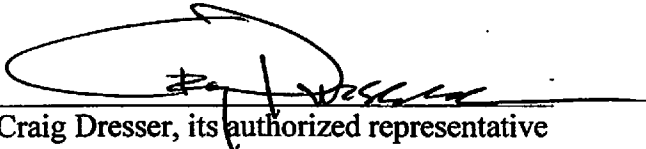
By: 
Craig Dresser, its authorized representative

Exhibit A

**Description of the
Trademark and tradename Property Rights**

QUICKWIRE US Serial Number 75360792
US Registration Number 2208712
Application Filing Date Sept 22, 1997
Publication Date Sept 15, 1998
Registration Date Dec. 8, 1998