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04/14/2020

TO: fax24-4 COMPANY:

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Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

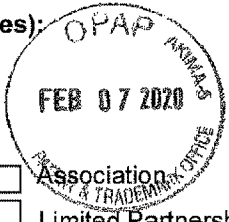
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Lvi5, Inc.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Blyncsy, Inc.

Street Address: 175 West 200 South, Ste 1000

City: Salt Lake City

State: UT

Country: USA Zip: 84101

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) 5588743

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Payver

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Blyncsy, Inc.

Internal Address: Mark Pittman

Street Address: 175 West 200 South
Ste. 1000

City: Salt Lake City

State: UT Zip: 84101

Phone Number: 3852160590

Docket Number: _____

Email Address: mark.e.pittman@blyncsy.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00 (E)

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Mark Pittman Signature _____ Date Jan 3, 2020

Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

700521446

REEL: 006915 FRAME: 0348

OP \$40.00

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is effective as of December 31, 2019, by and between Ivl5, Inc., a Delaware corporation ("Assignor"), and Blyncoy, Inc., a Delaware corporation ("Assignee"). The Assignor and Assignee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties are party to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement");

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has sold, transferred, assigned, conveyed, and delivered to Assignee, among other assets, certain rights in trademarks, service marks and trade names, including, but not limited to, common law rights in these marks, as represented by the trademarks and their associated registrations and applications described on Schedule A attached to and made a part of this Assignment ("Trademarks"); and

WHEREAS, the Assignor desires to transfer the Trademarks, including, without limitation, all domestic and foreign rights, registrations and applications related thereto and all goodwill associated with and symbolized by the Trademarks, to the Assignee, as part of the business to which the Trademarks pertain, and the Assignee desires to receive the Trademarks;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to (i) the Trademarks and all associated registrations and applications, both domestic and foreign, together with all goodwill associated with and symbolized by the Trademarks; and (ii) all claims, counterclaims, causes of action, rights or recourse of Assignor against third parties relating to the Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent. Notwithstanding the foregoing, the Parties agree that Assignee shall retain a limited license to use the Trademarks for the limited purpose of performing its obligations under the Existing Licenses (as defined in the Asset Purchase Agreement).

2. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

4. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware over any dispute arising out of or relating to this Assignment or any of the transactions contemplated by this Assignment, and each Party hereby irrevocably agrees that all claims in respect of such dispute or any legal proceeding related thereto

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may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereby consent to process being served by any party to this Assignment in any legal proceeding by the delivery of a copy thereof in accordance with the notice provisions of the Asset Purchase Agreement. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to any conflict of laws rules thereof. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ITS ENFORCEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Pages Follow]

TO: fax24-4 COMPANY:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their duly authorized representatives effective as of the day and year first above written.

ASSIGNOR:

LVL5, INC.

By: DocuSigned by:
Andrew Kouri
8DDCB303FF8745D... _____

Name: Andrew Kouri _____

Title: CEO _____

TO: fax24-4 COMPANY:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their duly authorized representatives effective as of the day and year first above written.

ASSIGNEE:

BLYNCSY, INC.

By: DocuSigned by:
Mark Pittman
FED6CTDDU0A8644E...

Name: Mark Pittman

Title: CEO

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SCHEDULE A**ASSIGNED TRADEMARKS**

Trademark	Ser. No. / App. Date	Reg. No. / Reg. Date
PAYVER	87473140 June 2, 2017	5588743 October 23, 2018

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