

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Payroll Tax Management, Inc		07/01/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ASURE PAYROLL TAX MANAGEMENT, LLC		
Street Address:	3700 N. Capital of Texas Hwy		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4112914	PAYTAX	
Registration Number:	3558364	FLEXTAX	
Registration Number:	3434596	PTM	
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:	305-397-0845		
Email:	mlima@cozen.com		
Correspondent Name:	Cozen O'Connor		
Address Line 1:	Southeast Financial Center		
Address Line 2:	200 South Biscayne Blvd, Suite 3000		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Mayura Noordyke		
SIGNATURE:	/Mayura Noordyke/		
DATE SIGNED:	07/09/2020		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made as of July 1, 2020 (the “**Effective Date**”), by PAYROLL TAX MANAGEMENT, INC., a California corporation (“**Assignor**”) and ASURE PAYROLL TAX MANAGEMENT LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

- A. Assignor, together with its direct and certain indirect shareholders, and Assignee have executed an Asset Purchase Agreement dated July 7, 2020, but effective the Effective Date (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to buy certain Purchased Assets upon the terms and conditions specified in the Purchase Agreement, including, among other things, all rights in the Trademarks described on **Exhibit A** attached hereto (the “**Trademarks**”).
- B. Assignee desires, and Assignor has agreed to assign to Assignee, all right, title and interest it may have in and to the Trademarks.
- C. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Assignment.** Assignor, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, assigns and transfers to Assignee any and all right, title and interest it may have in and to the Trademarks, together with any goodwill of the Business it may have connected with the use of and symbolized by the Trademarks and any right it may have to prosecute and recover damages for any past, present or future infringements or other violations of the Trademarks.
2. **No Modification.** This Assignment is made subject and pursuant to (and does not modify) the Purchase Agreement, which contains certain representations, warranties and covenants regarding the Trademarks. Nothing contained in this Agreement shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement, which is incorporated herein by reference.
3. **Conflicts.** In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. **Further Action.** Assignor agrees to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and consummate the terms and conditions of this Assignment and the transactions contemplated thereby or to otherwise assign Assignor’s interest in the Trademarks to Assignee.
5. **Counterparts.** This Agreement may be executed in two or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the others.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

PAYROLL TAX MANAGEMENT, INC.



By: Summer Poletti
Its: President

[Assignor's signature page to Assignment of Trademarks]

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TRADEMARK
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ASSIGNEE:

ASURE PAYROLL TAX MANAGEMENT LLC



By: Patrick Goepel

Its: President and Chief Executive Officer

[Assignee's signature page to Assignment of Trademarks]

47310962

TRADEMARK
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EXHIBIT A

Trademarks

Reg No.	Trademark
RN 4112914	PAYTAX
RN 3558364	FLEXTAX
RN 3434596	PTM