

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM594025

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900559867		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Early Warning Services, LLC		06/03/2020	Limited Liability Company: DELAWARE
Authenticate, LLC		06/03/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Payfone, Inc.		
<b>Street Address:</b>	245 Fifth Ave, 20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613132	AUTHENTIFY	
<b>Registration Number:</b>	4900291	AUTHENTIFY XFA	
<b>Registration Number:</b>	4196993	2CHK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5034396558		
<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>			
<b>Phone:</b>	503.439.6500		
<b>Email:</b>	TM@bltg-ip.com		
<b>Correspondent Name:</b>	Berkeley Law & Technology Group LLP		
<b>Address Line 1:</b>	17933 NW Evergreen Place, Suite 250		
<b>Address Line 4:</b>	Beaverton, OREGON 97006		
<b>ATTORNEY DOCKET NUMBER:</b>	189.T000		
<b>NAME OF SUBMITTER:</b>	Kristi Schroeder		
<b>SIGNATURE:</b>	/Kristi Schroeder/		
<b>DATE SIGNED:</b>	08/25/2020		

**Total Attachments: 12**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this June 3, 2020, by and between Early Warning Services, LLC ("Early Warning"), Authentify, LLC ("Authentify," and, together with Early Warning, "Assignors"), limited liability companies organized and existing under the laws of Delaware, and having a usual place of business at 16552 N 90th Street, Scottsdale, AZ 85260 and Payfone, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 245 Fifth Avenue, 20<sup>th</sup> Floor New York, NY 10016 ("Assignee").

WHEREAS, Assignors hold all right, title and interest in and to the domain names set forth on Exhibit A (the "Domain-names");

WHEREAS, each Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth opposite such Assignor's name on Exhibit A attached hereto and incorporated herein by reference, and the Domain-names (the "Marks");

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as June 3, 2020 (the "Purchase Agreement"), pursuant to which Assignors transferred, sold and conveyed to Assignee certain of the assets of Assignors, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignors now wish to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignors, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignors are conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignors do hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignors' entire right, title and interest in and throughout the world in and to the Marks, including both those Marks registered with the United States Patent & Trademark Office and those Marks that are unregistered, and including any common law rights that may exist and are associated with the registered and unregistered Marks, together with the goodwill of the business symbolized thereby and appurtenant thereto, and together with the assets of the going business being conveyed, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. For the unregistered Marks being assigned, Assignors agree to provide evidence of use as may be needed or required to support

a claim of constructive use on behalf of Assignee should Assignee elect to register such Mark(s) in the future or elect to enforce such rights against a third party.

Assignors do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

To the extent Assignors retain any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignors hereby agree to waive for all time any claims that Assignors may have concerning the Marks and Assignors hereby agree to exclusively license the use of such Marks solely to Assignee for the life of such Marks. Except as set forth in Section 5.1 of the Purchase Agreement, Assignors shall make no further use of the Marks for their own benefit or the benefit of another, nor shall Assignors challenge Assignee's use of the Marks after the date of this Assignment.

Assignor and Assignee acknowledge that in order to effect the assignment and transfer of registration of the Domain-names, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the "Transfer Procedures"). If any further documents or agreements are required to be executed by the parties to carry out such Transfer Procedures, such documents or agreements shall form a part of this Assignment. The parties agree to cooperate fully with each other and promptly to take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this Assignment, including Assignor directing any domain name registrar to release and unlock any Domain-names and, upon notice from the registrar that such Domain-names have been unlocked, immediately requesting that the Domain-names be transferred to Assignee.

Assignee and Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignors.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNORS:**

EARLY WARNING SERVICES, LLC

DocuSigned by:  
*Mark Travi*  
6631205AF293456...

By: \_\_\_\_\_  
Name: Mark Travi  
Title: CFO

AUTHENTIFY, LLC

DocuSigned by:  
*Mark Travi*  
6631205AF293456...

By: \_\_\_\_\_  
Name: Mark Travi  
Title: CFO

**ASSIGNEE:**

PAYPHONE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNORS:**

EARLY WARNING SERVICES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AUTHENTIFY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PAYFONE, INC.

*Rodger Desai*  
By: 283450DA513EBA5EBE9564DC3238D4B6 control networks  
Name: Rodger Desai  
Title: President

**Exhibit A**

**Marks**

<i>Assignor</i>	<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
Early Warning Services, LLC	AUTHENTIFY <sup>1</sup>	U.S.	75846751 11/12/1999	2613132 8/27/2002
Early Warning Services, LLC	AUTHENTIFY Xfa	U.S.	86452247 11/12/2014	4900291 2/16/2016
Early Warning Services, LLC	2CHK <sup>2</sup>	U.S.	85364033 7/6/2011	4196993 8/28/2012

<sup>1</sup>Incontestable as of June 21, 2012

<sup>2</sup>Incontestable as of October 2, 2017

**Domain-names**

<b>Domain-name</b>
authenticate.com
authenticate.net
authenticatexfa.biz
authenticatexfa.com
authenticate.guide
authenticate.how
authenticate.online
authenticate.solutions
authenticate.sucks
authenticatexfa.net
authenticatexfa.org
authws.com
authws.net
endofpassword.com
endofpasswords.com
endofthepassword.com
finishdemo.com
finishnow.com
finishregistration.com
finishtransaction.com
qmunb.com
qrkey.com
theauthenticators.com