## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM602923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FISERV, INC.		12/16/2019	Corporation: WISCONSIN

### **RECEIVING PARTY DATA**

Name:	Wausau Financial Systems, Inc.	
Street Address:	3680 Victoria Street North	
City:	Shoreview	
State/Country:	MINNESOTA	
Postal Code:	55126	
Entity Type:	Corporation: WISCONSIN	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2780688	REMITSTREAM

### CORRESPONDENCE DATA

Fax Number: 6123351657

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.

6123351799 Phone:

Email: kelley.bastunas@stinson.com

Correspondent Name: Ruth A. Rivard

Address Line 1: 50 South 6th Street, Ste 2600 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	DOCKET NUMBER: 2066023.0345	
NAME OF SUBMITTER:	Ruth A. Rivard	
SIGNATURE:	/Ruth A. Rivard/	
DATE SIGNED:	10/14/2020	

### **Total Attachments: 5**

source=07. Project Rio - Exhibit F to APA - Intellectual Property Assignment#page1.tif source=07. Project Rio - Exhibit F to APA - Intellectual Property Assignment#page2.tif source=07. Project Rio - Exhibit F to APA - Intellectual Property Assignment#page3.tif source=07. Project Rio - Exhibit F to APA - Intellectual Property Assignment#page4.tif source=07. Project Rio - Exhibit F to APA - Intellectual Property Assignment#page5.tif

> **TRADEMARK** REEL: 007076 FRAME: 0815

### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of December 16, 2019, has been made and entered into between Fisery, Inc., a Wisconsin corporation ("Assignor"), and Wausau Financial Systems, Inc., a Wisconsin corporation ("Assignee").

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Fiserv Solutions, LLC, a Wisconsin limited liability company and subsidiary of Assignor ("Seller"), and Assignee;

WHEREAS, Assignor is the registered owner of the Trademark set forth on **Schedule A** attached hereto (the "**Assigned Trademark**"), which is among the Acquired Assets;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Assigned Trademark; and

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned Trademark, and Assignee desires to accept all right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

- 1. <u>Definitions.</u> Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.
- 2. <u>Assignment of Trademark.</u> Subject to the terms and conditions of this Assignment and the Purchase Agreement, as of the Closing, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, (i) the Assigned Trademark, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith; (ii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future unauthorized use, dilution or infringements thereof; and (iii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
- 3. Further Assurances. Each of the parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable under applicable requirements of Law to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Assignment, including the execution and delivery of such instruments, and the taking of such other actions, as the other parties hereto may reasonably require in order to carry out the intent of this Assignment, including taking all commercially reasonable steps to complete the transfer of the accounts and registrations of such

TRADEMARK REEL: 007076 FRAME: 0816 Assigned Trademark with Assignee and the relevant registrar. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the registration, renewal and enforcement of the Assigned Trademark.

- 4. <u>No Modification of the Purchase Agreement</u>. Nothing contained herein shall release any of the parties to the Purchase Agreement from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 5. <u>General Provisions. Sections 14.05</u> (Severability); <u>14.06</u> (Entire Agreement) <u>14.07</u> (Assignment); <u>14.08</u> (No Third-Party Beneficiaries); <u>14.09</u> (Amendment); <u>14.11</u> (Submission to Jurisdiction); <u>14.12</u> (Governing Law); <u>14.13</u> (Waiver of Jury Trial); <u>14.16</u> (Rules of Construction) and <u>14.17</u> (Counterparts) of the Purchase Agreement are each hereby incorporated by reference *mutatis mutandis*.

[Signature Page Follows]

2

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

### **ASSIGNOR**

FISERV, INC.

By: Jim Cox
Name:

Title: EVP

Signature Page to Intellectual Property Assignment

**ACCEPTED BY:** 

ASSIGNEE

WAUSAU FINANCIAL/SYSTEMS, INC.

Bv:

Name: Peter J. Godich

Title: President

Schedule A to Intellectual Property Assignment

RECORDED: 10/14/2020

## Schedule A

# **Assigned Trademark**

Registration No. 2780688	REMITSTREAM (Word Mark)	Trademark
	United States	Country
	11/4/2003	Reg. Date
	Fiserv, Inc.	Assigned to

TRADEMARK REEL: 007076 FRAME: 0820