

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Payfone, Inc. d/b/a Prove		10/27/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Early Warning Services, LLC		
<b>Street Address:</b>	16552 North 90th Street		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035714321		
<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>	3035714000		
<b>Email:</b>	denverteas@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Brian P. O'Donnell		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	1218035		
<b>NAME OF SUBMITTER:</b>	Brian P. O'Donnell		
<b>SIGNATURE:</b>	/Brian P. O'Donnell/		
<b>DATE SIGNED:</b>	12/29/2020		
<b>Total Attachments: 2</b>			
source=IP-20-556 Authenticate Trademark Assignment#page1.tif			
source=IP-20-556 Authenticate Trademark Assignment#page2.tif			

OP \$65.00 2613132

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (“**Assignment**”) is entered into as of October 26, 2020 (“**Effective Date**”), by and between Payfone, Inc. d/b/a Prove, a Delaware corporation having an address at 245 Fifth Avenue, 20<sup>th</sup> Floor, New York, NY 10016 (“**Assignor**”) and Early Warning Services, LLC, a Delaware limited liability company having an address at 16552 North 90<sup>th</sup> Street, Scottsdale, AZ 85260 (“**Assignee**”).

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks and service marks set forth in Exhibit A hereto and made a part hereof, (hereinafter the “**Trademarks**”), together with the goodwill of the business associated with the Trademarks; and

WHEREAS, Assignor owns the entire right, title and interest in and to the domain names set forth in Exhibit A hereto and made a part hereof, (hereinafter the “**Domain Names**”); and

WHEREAS, Assignee desires to obtain all right, title and interest in and to the Domain Names and Trademarks, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which is acknowledged, Assignor agrees as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, all of the Assignor’s rights, title and interest in and to the Domain Names and Trademarks, together with the goodwill of the business symbolized thereby, including those marks registered with the U.S. Patent & Trademark Office and those marks that are unregistered, the same to be held and enjoyed by Assignee, and its successors, assigns, or other legal representatives.

2. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

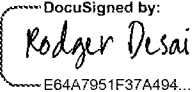
3. Assignor hereby authorizes the U.S. Patent & Trademark Office, or any official of the U.S. government whose duty it is to record trademark registrations and title thereto, to record the Trademarks listed in the annexed Schedule of Trademarks, and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.


4. This Assignment may be executed in two or more facsimile or original counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Assignment. This Assignment of Trademark shall be governed by and construed in accordance with the laws of Delaware without regard to the principles of conflict of laws thereunder.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date set forth above.

**PAYFONE, INC. d/b/a PROVE**  
**(Assignor)**

**EARLY WARNING SERVICES, LLC**  
**(Assignee)**

By:  E64A7951F37A494...

By:  6631205AF293456...

Name: Rodger Desai

Name: Mark Travi

Title: CEO

Title: CFO

10/27/2020 | 10:09 PM EDT

10/26/2020 | 2:54 PM MST

**EXHIBIT A****Trademark and Domain Name Schedule****1) Registered Trademarks**

<b>STATUS</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Goods and Services</b>
<b>REGISTERED</b> AUG. 27, 2002 <b>INCONTESTABLE</b> JUNE 21, 2012	2613132	<b>AUTHENTICIFY</b>	009 - computer software used for identifying participants in communications and transactions conducted over a global computer information and data storage network for the purpose of assuring the true identity of such participants 042 - computer services, namely, providing security verification of individuals accessing computer network firewalls, servers, and other network devices, namely, identifying participants in communications and transactions conducted over a global computer information and data storage network for the purpose of assuring the true identity of such participants.
<b>REGISTERED</b> FEB. 16, 2016	4900291	<b>AUTHENTICIFY xFA</b>	009 - Downloadable software in the nature of a mobile application for security, authentication, identification and verification of users accessing accounts over the web. 045 - Identification verification services, namely, providing authentication of personal identification information via secure storage and transmitting such information via the Internet; Providing user authentication of electronic funds transfer, credit and debit card and electronic check transactions via a global computer network; Providing user authentication services in e-commerce transactions.

**2) Unregistered Trademarks**

<b>Mark</b>
Authenticate 2FAV Proxy
Authenticate TDA
Authenticate 2CHK
AuthenticateRegister

**3) Domain Names**

<b>Domain Name</b>	<b>Domain Name</b>	<b>Domain Name</b>
authenticate.com	authenticate.how	authenticatexfa.org
authenticate.net	authenticate.online	authws.com
authenticatexfa.biz	authenticate.solutions	authws.net
authenticatexfa.com	authenticate.sucks	theauthenticators.com
authenticate.guide	authenticatexfa.net	