

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621644

<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>
INFORMATION SALES ASSOCIATES, INC. dba ISA-ECash		06/17/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Payment Alliance International, Inc.		
<b>Street Address:</b>	2101 High Wickham Pl., Suite 101		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40245		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2538377	ATM MANAGER PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8323849818		
<b>Email:</b>	dallas@greatlaw.com		
<b>Correspondent Name:</b>	DALLAS BOSVELD		
<b>Address Line 1:</b>	4200 Montrose Blvd., Suite 300		
<b>Address Line 4:</b>	Houston, TEXAS 77006		
<b>NAME OF SUBMITTER:</b>	Dallas Bosveld		
<b>SIGNATURE:</b>	/Dallas Bosveld/		
<b>DATE SIGNED:</b>	01/21/2021		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “**IP Agreement**”) is entered into effective as of 4:00 p.m. Eastern Time on June 17, 2019 (the “**Effective Date**”), by and between INFORMATION SALES ASSOCIATES, INC., a Massachusetts corporation (“**Assignor**”), and PAYMENT ALLIANCE INTERNATIONAL, INC., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (defined below).

### PREAMBLE

Pursuant to the terms of an Asset Purchase Agreement dated June 5, 2019, by and between Seller and Buyer (the “**Purchase Agreement**”), certain Assets of Seller is to be sold, conveyed, transferred, assigned and delivered to Buyer, and certain Assumed Liabilities of Seller is to be assumed by Buyer as more particularly described below. Therefore, the parties agree as follows with the intent to be legally bound.

**WHEREAS**, pursuant to the Purchase Agreement, at the closing of the Purchase Agreement, the Assignor shall transfer and assign to the Assignee all the Assignor’s rights, title, and interest in and to all Intellectual Property (defined herein) of every type conceived, improved, developed, discovered or written by Assignor, alone or in collaboration with others, during his employment with the Assignee, relating in any manner to the Assignee and its business, operations, and assets being sold to Assignee therein, that is owned by, used by, or licensed by the Assignee, and release any claim to the intellectual property, which actions are a condition to the closing of the Purchase Agreement; and

**WHEREAS**, the Assignee is required to have full ownership and rights in and to the Intellectual Property.

**NOW, THEREFORE**, in consideration of the mutual benefits, agreements and covenants provided in the Asset Purchase Agreement and as provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Intellectual Property. “Intellectual Property” shall include the exclusive right to use the names, “Information Sales Associates, Inc.”, “ISA-ECash”, “ATM Manager Pro” and any similar name or derivative thereof, and any past or present assumed names or trade names used in connection with the, together with all right, title and interest of Assignor, in, to and under any (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.
2. Assignment; Release. Assignor hereby completely and fully transfers and assigns to Assignee any and all of his rights, title and/or interests in and to any and all Intellectual Property conceived, improved, developed, discovered or written by Assignor, alone or in collaboration with

others, which relates in any manner to the Assignee, the Business, its operations, and Assets being sold to Assignee.

3. Further Assurances. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other actions Assignee may reasonably require in order to vest in Assignee all of Assignor's rights in and to the Intellectual Property intended to be transferred hereby, to have a consistent chain of recorded title and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


4. Miscellaneous. This IP Agreement: (a) is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of law rules; and (b) is executed and delivered pursuant to the Purchase Agreement, and nothing in this IP Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this IP Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the Effective Date.

ASSIGNOR

INFORMATION SALES ASSOCIATES, INC., a  
Massachusetts corporation

By:   
Name: JOHN J O'Toole  
Title: CEO