

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruber Financial Services, Inc.	FORMERLY aka Bruber Financial, Inc. and dba Persolvent	01/29/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	AffiniPay, LLC		
Street Address:	600 Bridge Point Parkway		
Internal Address:	Building 4, Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4085422	CLIENTPAY	
Serial Number:	88471491	BILLNOW	
Registration Number:	6116087	CLIENTPAY	
Serial Number:	88054394	CLIENTPAY CONNECT	
Serial Number:	88471508	MAKE PAYMENTS HAPPEN	
Registration Number:	5371865	TRANSACTION OPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		

OP \$165.00 4085422

SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	02/25/2021
Total Attachments: 5 source=TM Assignment in re AffiniPay#page1.tif source=TM Assignment in re AffiniPay#page2.tif source=TM Assignment in re AffiniPay#page3.tif source=TM Assignment in re AffiniPay#page4.tif source=TM Assignment in re AffiniPay#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made as of January 29, 2021 by Bruber Financial Services, Inc., d/b/a Persolvent, a Minnesota corporation ("Assignor"), in favor of AffiniPay, LLC, a Delaware limited liability company ("Assignee").

In connection with the Asset Purchase and Contribution Agreement dated as of even date herewith (the "Purchase Agreement") to which Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in the ClientPay Intellectual Property (as defined in the Purchase Agreement), including the trademarks underlying the trademark registrations set forth on Exhibit A (collectively, the "Assigned IP"), and to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning given in the Purchase Agreement.

2. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including the following:

- a) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Governing Law; Jurisdiction. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any

choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

4. Miscellaneous. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor:

**BRUBER FINANCIAL SERVICES, INC.
D/B/A PERSOLVENT**

By: Jay Bruber
Name: Herbert J. Bruber
Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

AFFINIPAY, LLC

By: _____
Name: Tom West
Its: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor:

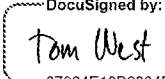
**BRUBER FINANCIAL SERVICES, INC.
D/B/A PERSOLVENT**

By: _____
Name: Herbert J. Bruber
Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

AFFINIPAY, LLC

By:  _____
Name: Tom West
Its: Chief Executive Officer

**EXHIBIT A
ASSIGNED IP**

TRADEMARKS:

Trademark	Registration No./Application No.	Country/State	Registration Date/Publication Date	Status
CLIENTPAY	RN: 4085422	United States	January 10, 2012	Registered
BILLNOW	AN: 88471491	United States	April 14, 2020	Pending ITU
CLIENTPAY & Design (1)	RN: 6116087	United States	August 4, 2020	Registered
CLIENTPAY & Design (1)	AN: 1974594	Canada	July 9, 2019	Pending
CLIENTPAY CONNECT	AN: 88054394	United States	September 24, 2019	Published for Opposition
MAKE PAYMENTS HAPPEN	AN: 88471508	United States	June 30, 2020	Published for Opposition
MAKE PAYMENTS HAPPEN	AN: 1974593	Canada	July 9, 2019	Pending
TRANSACTION OPTIMIZER	RN: 5371865	United States	January 2, 2018	Registered