

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637093

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <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>   |
| Multi Service Technology Solutions, Inc.  |  | 04/01/2021            | Corporation: FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | MSTS Payments, LLC                                 |                       |                      |
| <b>Street Address:</b>  | 8650 College Boulevard                             |                       |                      |
| <b>City:</b>  | Overland Park                                      |                       |                      |
| <b>State/Country:</b>   | KANSAS   |                       |                      |
| <b>Postal Code:</b>   | 66210  |                       |                      |
| <b>Entity Type:</b>   | Limited Liability Company: KANSAS                  |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                      |
| <b>Registration Number:</b>   | 1821644  | POWERFUL CARD         |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  | 4048708176   |                       |                      |
| <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>   | 4048727000   |                       |                      |
| <b>Email:</b>   | suzanne.skinner@wbd-us.com                         |                       |                      |
| <b>Correspondent Name:</b>  | Laura A. Kees                                      |                       |                      |
| <b>Address Line 1:</b>  | P.O. Box 7037                                      |                       |                      |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30357-0037                        |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Laura A. Kees                                      |                       |                      |
| <b>SIGNATURE:</b>   | /Laura A. Kees/                                    |                       |                      |
| <b>DATE SIGNED:</b>   | 04/06/2021   |                       |                      |
| <b>Total Attachments: 3</b>   |  |                       |                      |
| source=Assignment of Trademarks to MSTS Payments LLC#page1.tif  |  |                       |                      |
| source=Assignment of Trademarks to MSTS Payments LLC#page2.tif  |  |                       |                      |
| source=Assignment of Trademarks to MSTS Payments LLC#page3.tif  |  |                       |                      |

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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this “Assignment”), dated as of April 1, 2021, is between Multi Service Technology Solutions, Inc., a Florida corporation, with a principal address of 8650 College Boulevard Overland Park Kansas 66210 (“Assignor”), and MST Payments, LLC, a Kansas limited liability company with a principal address of 8650 College Boulevard, Overland Park, Kansas (“Assignee”), with reference to the facts and circumstances set forth below.

W I T N E S S E T H:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the United States trademark registration and United States common law trademark identified in **Exhibit A** attached hereto (collectively, the “Trademarks”), together with any and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks and all rights thereto in the United States of America, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.
3. This Assignment shall be governed by the laws of the State of Kansas without regard to conflicts of law principles thereunder.
4. This Assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR: Multi Service Technology  
Solutions, Inc.

ASSIGNEE: MSTs Payments, LLC

DocuSigned by:  
By: Brandon Spear  
EA416B35C80B77C...

Name: Brandon Spear

Title: Chief Executive Officer

DocuSigned by:  
By: Martha Salinas  
C5B9983FD7C9717...

Name: Martha Salinas

Title: Chief Customer Officer

**EXHIBIT A**

**TRADEMARK REGISTRATION**

| JURISDICTION  | MARK             | REG. NO.  | REG. DATE            | GOODS AND SERVICES  |
|---------------|------------------|-----------|----------------------|---|
| United States | POWERFUL<br>CARD | 1,821,644 | February 15,<br>1994 | credit card services rendered to<br>the trucking and aviation<br>industries in Class 36 |

**U.S. COMMON LAW TRADEMARK**

