

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Base Commerce, LLC		12/31/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Base Commerce Acquisition Company, LLC		
Street Address:	1375 N. Scottsdale Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85257		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88679731	BASE	
Serial Number:	88679528	B	
Serial Number:	88679759	BASELINK	
Registration Number:	4606957	BASE COMMERCE	
Serial Number:	90183228	PREVPAY	
Serial Number:	88939511	BASEX	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	68831.00200		
NAME OF SUBMITTER:	David E. Rogers		
SIGNATURE:	/David E. Rogers/		
DATE SIGNED:	05/18/2021		

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Total Attachments: 6

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this “**Assignment**”) December 31, 2020 is by and between Base Commerce, LLC, an Arizona limited liability company (“**Assignor**”), and Base Commerce Acquisition Company, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 30, 2020 (the “**Purchase Agreement**”), pursuant to which (i) Assignor has agreed to sell, assign and transfer the Purchased Assets (as defined in the Purchase Agreement) to Assignee;

WHEREAS, Assignor is the owner of the registered and unregistered service marks and designs set forth on Exhibit A attached hereto (the “**Marks**”);

WHEREAS, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor’s right, title and interest in, to and under the Marks; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor’s right, title and interest in, to and under all copyright rights in the design elements depicted in the Marks as shown in Exhibit A (the “**Designs**”).

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor hereby agrees as follows:

1. **Assignment**. Assignor does sell, transfer, convey and assign to Assignee, its legal representatives, successors and assigns:

(a) all of Assignor’s right, title and interest in and to the Marks, including, but not limited to, all of Assignor’s right, title and interest with regard to the ownership, renewal, protection, use and exploitation of the same, together with the goodwill appurtenant thereto and symbolized by the Marks and the right to apply for registrations thereof;

(b) all of Assignor’s right, title and interest in and to the Design, together with all right, title and interest in and to all drafts, adaptations, derivative works and other versions of the Designs that may heretofore have been created or that may hereafter be created and any other right, title and interest subsequently created in the Design. Assignor expressly and forever waives any and all moral rights Assignor may have in the Designs in favor of Assignee;

(c) all income, damages, or payments now or hereafter due or payable with respect to the Marks and/or the Design; and

(d) all claims, causes of action, actions, suits, or other proceedings, in law or in equity, for, past, present or future infringement of the Marks and/or the Design.

2. **Successors and Assigns.** This instrument is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

3. **Acts Pertaining to Recordation.** Assignor and Assignee agree to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to record the assignment made by this Assignment.

4. **Additional Documents and Information.** Assignor, from time to time after the date of this Assignment, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, the Marks and Design. The parties hereto shall cooperate with each other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment. Notwithstanding anything to the contrary herein, the foregoing shall not, under any circumstances, require Assignor to enter into any contracts, forbear any rights, or pay any monies to any person.

5. **Amendment and Modification; Waiver.** This Assignment may be amended, modified and supplemented by written instrument authorized and executed by Assignor and Assignee at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any other or subsequent breach.

6. **Binding Effect; No Assignment; No Third Party Beneficiaries.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including successors by merger or otherwise. Neither this Assignment nor any right hereunder or part hereof may be assigned by any party hereto without the prior written consent of the other party hereto, except that Assignee may assign this Assignment and its rights hereunder to an affiliate of Assignee or to a person or entity that acquires or otherwise succeeds to the business and the assets of Assignee (whether by sale of assets, equity, merger, or otherwise). The terms and provisions of this Assignment are intended solely for the benefit of the parties and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

7. **GOVERNING LAW.** THIS ASSIGNMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE, INTERPRETATION, CONSTRUCTION OR ENFORCEMENT OF THIS ASSIGNMENT TO THE LAWS OF ANOTHER JURISDICTION.

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8. **Severability**. In the event any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment, which shall be and remain in full force and effect, enforceable in accordance with its terms.

9. **Divisions and Headings**. The division of this Assignment into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment.

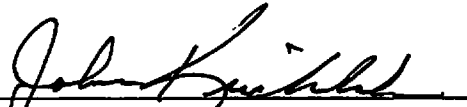
10. **Counterparts; Electronic Signatures**. This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Assignment by facsimile or other electronic imaging technology shall be deemed to be original signatures for all purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above by its duly authorized representatives.

ASSIGNOR:

BASE COMMERCE, LLC

By: 

Name: JOHN KIRCHNER

Title: CEO

Acknowledged and Agreed:

**Base Commerce Acquisition
Company, LLC**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above by its duly authorized representatives.

ASSIGNOR:

BASE COMMERCE, LLC

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

**Base Commerce Acquisition
Company, LLC**

By: 

Name: MARK PYKE

Title: President

[Signature Page to Assignment of Trademarks]

**TRADEMARK
REEL: 007297 FRAME: 0789**

EXHIBIT A

Schedule 3.18(a)
Company Intellectual Property

Mark	Owner of Record	Jurisdiction	Registration or Application Number	Registration or Application Date	Prosecution Status
[base]	Base Commerce, LLC	United States	Application No. 88679731	November 4, 2019	Published for Opposition 10/6/20
[b]	Base Commerce, LLC	United States	Application No. 88679528	November 4, 2019	Published for Opposition 10/6/20
[Baselink]	Base Commerce, LLC	United States	Application No. 88679759	November 4, 2019	Published for Opposition 10/6/20
[No-Cost-To-Biller]	LucentPay, LLC	United States	Application No. 88069852	August 8, 2018	Dead Application – Abandoned 6/6/19
[Base Commerce]	Base Commerce, LLC	United States	US Registration No. 4,606,957	September 16, 2014	Registered; Sections 8 and 15 combined declaration accepted and acknowledged
[PrevPay]	Base Commerce, LLC	United States	Application No. 90183228	September 15, 2020	New Application – not yet assigned an examiner
[BaseX]	Base Commerce, LLC	United States	Application No. 88939511	May 29, 2020	Non-final action on 9/4/20 requesting additional information
[Check Commerce]	Base Commerce, LLC	Arizona (assumed business name)	filing number 623325	Renewed February 2020	N/A

See also Schedule 3.18(e)