

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687193

<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>
ChargeltPro, Inc.		12/31/2020	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gravity Payments, Inc.		
<b>Street Address:</b>	5601 22nd Ave NW		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98107		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87676490	CHARGEITPRO	
<b>Serial Number:</b>	86696671	CHARGEITPRO	
<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>	206-224-8042		
<b>Email:</b>	amatherly@karrtuttle.com		
<b>Correspondent Name:</b>	Adam D. Matherly		
<b>Address Line 1:</b>	701 Fifth Avenue Suite 3300		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	Heather Fox		
<b>SIGNATURE:</b>	/Heather Fox/		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 6</b>			
source=Gravity Payments Inc. - Trademark Assignment (from ChargeltPro Inc.) - SIGNED 2020-12-31#page1.tif			
source=Gravity Payments Inc. - Trademark Assignment (from ChargeltPro Inc.) - SIGNED 2020-12-31#page2.tif			
source=Gravity Payments Inc. - Trademark Assignment (from ChargeltPro Inc.) - SIGNED 2020-12-31#page3.tif			
source=Gravity Payments Inc. - Assignment of Assets (from ChargeltPro Inc.) - SIGNED 2020-12-31#page1.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into by **CHARGEITPRO, INC.**, a Washington corporation (“**Assignor**”), in favor of **GRAVITY PAYMENTS, INC.**, a Washington corporation (“**Assignee**”).

**WHEREAS**, Assignor has adopted, used and is the owner of the trademarks and associated registrations and pending applications identified in the attached Exhibit A (together, the “**Marks**”); and

**WHEREAS**, in connection with that certain Assignment of Assets, dated and effective December 31, 2020, by and among Assignor and Assignee (the “**Agreement**”), Assignor wishes to assign the Marks, together with the goodwill associated with the Marks, to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, and in addition to such other instruments of transfer as are being given in connection with the closing of the transactions contemplated by the Agreement, Assignor hereby transfers, conveys and assigns to Assignee and its successors in interest the entire right, title and interest of Assignor in and to the Marks, including all goodwill associated with the Marks, and all registrations and pending applications associated with the Marks including but not limited to the registrations and pending applications set forth on the attached Exhibits.

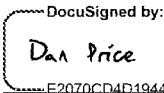
This Assignment is provided pursuant to the Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Agreement, all of which survive the execution, delivery and recording of this Assignment.

Dated and effective: December 31, 2020.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Assignor: **CHARGEITPRO, INC.,**  
a Washington corporation

By:   
Name: Daniel Price  
Title: Chief Executive Officer

Assignee: **GRAVITY PAYMENTS, INC.,**  
a Washington corporation

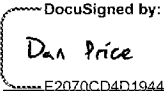
By:   
Name: Daniel Price  
Title: Chief Executive Officer

Exhibit A

***U.S. Trademark Registrations and Pending Applications***

<u>Ref.</u>	<u>Mark</u>	<u>U.S.</u> <u>Serial No.</u>	<u>Application</u> <u>Filing Date</u>	<u>U.S.</u> <u>Registration</u> <u>No.</u>	<u>Registration</u> <u>Date</u>
1	CHARGEITPRO	87676490	11/08/2017	5636012	12/25/2018
2	CHARGEITPRO	86696671	07/17/2015	4940446	04/19/2016

Exhibit A

## ASSIGNMENT OF ASSETS

THIS ASSIGNMENT OF ASSETS (this “Assignment”) is made as of December 31, 2020 (the “Effective Date”) by the undersigned, **CHARGEITPRO, INC.**, a Washington corporation (“Assignor”), to **GRAVITY PAYMENTS, INC.**, a Washington corporation (“Assignee”). Assignor and Assignee may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

### **RECITALS**

WHEREAS, the Assignor, as part of its efforts to wind up and liquidate its business and affairs, wishes to assign and transfer to Assignee all of the assignable assets of Assignor including, without limitation, (a) all furniture, fixtures and equipment owned by Assignor; (b) all inventory owned by Assignor; (c) all intellectual property owned by Assignor; and (d) all assignable contracts to which Assignor is a party (collectively, the “Assets”).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. **ASSIGNMENT.** As of the Effective Date, Assignor does hereby sell, assign, transfer and convey, unto the Assignee, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations Assignor’s entire ownership interest in and to the Assets; provided however, that this instrument does not sell, assign, transfer or convey any debts or obligations except for those obligations imposed by any contracts assigned herein.
2. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that Assignor owns the Assets, and has all rights necessary to effect the assignment granted in Section 1, above.
3. **FURTHER ASSURANCES; APPOINTMENT OF ATTORNEY-IN-FACT.** After the delivery of this Assignment, Assignor shall upon request of Assignee execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect Assignee’s right, title and interest in and to the Assets acquired by Assignee hereunder. Assignor further agrees, promptly upon request of the Assignee, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to each of the Assets. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor’s agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee’s rights in the Assets with the same legal force and effect as if executed by Assignor.
4. **MISCELLANEOUS.** If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. The failure of either Party to enforce any provision of this

Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either Party to enforce such provision thereafter. The express waiver by either Party of any provision of this Agreement shall not constitute a waiver of the other Party's future obligation to comply with such provision. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States America without regard to conflicts of laws provisions thereof. This Assignment is effective as of the Effective Date and shall continue to survive in perpetuity.

[signature page to follow]

[signature page]

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

CHARGEITPRO, INC.,  
a Washington corporation

DocuSigned by:  
*Dan Price*  
By: E2070CD4D194415...  
Name: Daniel Price  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned Assignee hereby consents to the Assignment as of the Effective Date.

**ASSIGNEE:**

GRAVITY PAYMENTS, INC.,  
a Washington corporation

DocuSigned by:  
*Dan Price*  
By: E2070CD4D194415...  
Name: Daniel Price  
Title: Chief Executive Officer