

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SyncHR, Inc.		04/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PrimePay, LLC		
Street Address:	1487 Dunwoody Drive		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4220835	SYNCHR	
CORRESPONDENCE DATA			
Fax Number:	2159727725		
<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:	2159727173		
Email:	trademarks@saul.com, lynn.white@saul.com		
Correspondent Name:	Darius C. Gambino SAUL EWING ARNSTEIN &		
Address Line 1:	CENTRE SQUARE WEST		
Address Line 2:	1500 MARKET STREET, 38th Floor		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	381823.00003		
NAME OF SUBMITTER:	Darius C. Gambino		
SIGNATURE:	/Darius C. Gambino/		
DATE SIGNED:	11/30/2021		
Total Attachments: 5			
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EXHIBIT D-1
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), is dated as of April 28, 2021, by and among SyncHR, Inc., a Delaware corporation (“**Seller**”), and PrimePay, LLC, a Delaware limited liability company (“**Buyer**”), collectively referred to as the “**Parties**” and each individually as a “**Party**.”

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Seller has agreed to transfer, among other things, all of their intellectual property assets to Buyer.

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

1. **Assignment**. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably convey, transfer and assign to the Buyer, and the Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

- (a) the patents and patent applications of Seller and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof as set forth on Schedules 1.1(c) and 6(p) (the “**Patents**”);
- (b) the trademark registrations and applications of Seller, together with the goodwill connected with the use of and symbolized thereby and all registrations, extensions and renewals thereof as set forth on Schedule 1.1(c) and 6(p) (the “**Trademarks**”);
- (c) the works, and all copyright registrations and applications for registration of the works of Seller, and all registrations, extensions and renewals thereof, including each and every derivative work arising from the listed works as set forth on Schedule 1.1(c) and 6(p) (the “**Copyrights**”).

2. **Recordation and Further Actions**. Seller authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon written and appropriate request by Buyer. Seller shall cooperate with Buyer in any action Buyer reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties’ intent and/or Seller’s obligations under this IP Assignment, including, without limitation, the execution of any instruments and paper that are reasonably necessary to consolidate, confirm, vest and/or record Buyer’s ownership of the Assigned IP with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office, or equivalent foreign offices.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal 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).

6. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument. Any signature to this IP Assignment delivered via facsimile, electronic mail, in .pdf format or other means of electronic transmission shall be deemed an original for all purposes.

[Signatures follow]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the date first above written.

SyncHR, Inc.

PrimePay, LLC

By: *Pamela Glick*
Name: Pamela Glick
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

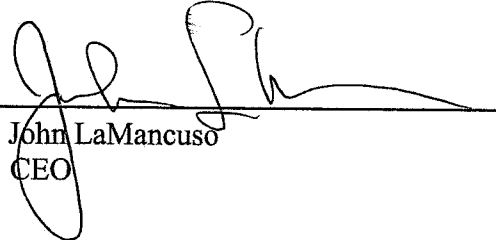
[Signature Page to IP Assignment Agreement (Ex. D-1)]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the date first above written.

SyncHR, Inc.

PrimePay, LLC

By: _____
Name:
Title:

By: 
Name: John LaMancuso
Title: CEO

Schedule 6(p)

Intellectual Property Rights

(i)

Owned IP:

1. SyncHR Trademark
2. SyncHR Service Mark
3. US Patent 7,979,463 – DATABASE SYSTEM AND METHOD FOR ACCESS CONTROL AND WORKFLOW ROUTING – File Date – September 5, 2006; Issue Date – July 12, 2011; Inventor – Gary Durbin; Assignee – SynchSource, Inc. as futher assigned to SyncHR, Inc.
4. US Patent 7,603,396 – TIME-SPAN REPRESENTATION AND TIME CHAIN OF EVENTS IN A RELATIONAL DATABASE; File Date – August 21, 2006; Issue Date – October 13, 2009; Inventor – Gary Durbin; Assignee – SynchSource, Inc. as further assigned to SyncHR, Inc.
5. Intellectual property rights to the SyncHR software application

Licences:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(ii) None.