

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Check Corp.		12/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avivatech LLC		
Street Address:	1665 Bluegrass Lakes Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86362299	CLEAR BY DIGITAL CHECK	
Serial Number:	86362301	VAULT BY DIGITAL CHECK	
Serial Number:	90580543	AVIVATECH	
Serial Number:	97054001	XPRESSCASH	
Serial Number:	97054000	XPRESSCONTROL	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kate Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3721312.00097		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	02/01/2022		

CH \$140.00 86362299

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), effective December 31, 2021 (the "Effective Date"), is made by and between Digital Check Corp., a Delaware corporation, with its principal place of business at 630 Dundee Road, Suite 210, Northbrook, IL 60062 ("Assignor"), and Avivatech LLC, a Delaware limited liability company with a principal place of business at 1665 Bluegrass Lakes Parkway, Alpharetta, GA 30004 ("Assignee").

WHEREAS, Assignor and Assignee are members of a group of affiliated companies engaged in the business of developing and marketing certain proprietary software products;

WHEREAS, Assignor is the sole member of Assignee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title, and interest in and to Intellectual Property Rights owned by Assignor as of the Effective Date and relating exclusively or primarily to Assignor's Software Solutions Group ("SSG") division (the "SSG Business") and/or the Avivatech business, and Assignee is the successor to the ongoing and existing SSG Business and/or Avivatech business, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, the payment by Assignee of \$1, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1. "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

1.2. "Assigned Domain Names" means the domain names identified in Schedule A.

1.3. "Governmental Entity" means any foreign, federal, state or local court, administrative agency or commission or other governmental authority or instrumentality

1.4. "Intellectual Property Rights" means any and all common law or statutory rights anywhere in the world arising under or associated with: (a) patents, patent applications, statutory invention registrations, registered designs, and similar or equivalent rights in inventions and designs, and all rights therein provided by international treaties and conventions ("Patents"); (b) trademarks, service marks, trade dress, trade names, logos, and other designations of origin ("Trademarks"); (c) copyrights and any other equivalent rights in works of authorship (including rights in software as a work of authorship) and any other related rights of authors ("Copyrights"); (d) domain names, uniform resource locators, Internet Protocol addresses, social media handles, and other names, identifiers, and locators associated with Internet addresses, sites, and services; (e) trade secrets and industrial secret rights, and rights in know-how, data, and confidential or proprietary business or technical information, in each case, that derives independent economic value, whether actual or potential, from not being known to other persons; and (f) other similar or equivalent intellectual property rights anywhere in the world.

1.5. "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

1.6. "Registered IP" means all U.S. and all international or foreign (a) issued Patents and Patent applications, (b) registered Trademarks and applications to register Trademarks (including the business related to and goodwill connected with the Trademarks), (c) registered Copyrights and applications for Copyright registration, (d) domain name registrations and (e) all other Intellectual Property Rights that are registered with, issued by or applied for by or with any Governmental Entity or other public or quasi-public legal authority (including domain name registrars).

2. Assignment and Transfer.

2.1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers, and delivers to Assignee Assignor's entire right, title, and interest in, to, and under the Intellectual Property Rights listed below in this Section 2.1 (collectively, the "Assigned IP"), including, without limitation, all goodwill associated therewith and the right and standing to sue for and recover damages for any past, present, or future infringement, misappropriation, or unauthorized use of the Assigned IP, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had the assignment not been made:

2.1.1. All Registered IP listed in Schedule A to this Agreement (the "Named Registered IP") and any applications claiming priority from or to the Named Registered IP, including any divisionals, continuations, continuations-in-part, substitutions, renewals, improvements, extensions, reissues, reexaminations, and other applications thereof, including the right to claim International Convention priority or priority of any other country which may be obtained on any of said applications;

2.1.2. All unregistered Intellectual Property Rights owned by Assignor as of the Effective Date that relate exclusively or primarily to the SSG Business or the Avivatech business prior to and on the Effective Date, including but not limited to the unregistered Intellectual Property Rights listed in Schedule B to this Agreement; and

2.1.3. To the extent not already captured within Section 2.1.1 or Section 2.1.1, all computer software products, including computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof related to development and maintenance of computer software programs that relate exclusively or primarily to the SSG Business or the Avivatech business.

2.2. Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned IP cannot be assigned as provided in Section 2.1, (a) Assignor irrevocably agrees to assign, convey, transfer, and deliver, and hereby assigns, conveys, transfers, and delivers, to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible; and (b) Assignor irrevocably agrees to grant, and hereby grants, to Assignee and its Affiliates an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license, with the right to sublicense through multiple tiers, to use, exploit, and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Assigned IP that cannot be assigned as contemplated by Section 2.1.

3. Further Actions.

3.1. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. From time to time, at the reasonable request of Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Agreement. Additionally, Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Agreement, with full power of substitution in Assignor's name and stead, on or after the Effective Date to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Assigned Intellectual Property that may have accrued in Assignor's favor from the respective date of first creation of any of the Assigned Intellectual Property to the Effective Date. The foregoing power is coupled with an interest and as such is irrevocable.

3.2. Further Action With Respect to Assigned Domain Names. Assignor will commence taking such action as reasonably required or necessary to effect the transfer of the Assigned Domain Names to Assignee, including, without limitation, releasing any "lock" placed on the Assigned Domain Names, obtaining the authorization code and providing that code to Assignee, confirming the requested transfer upon receipt of a request to do so from the registrar(s) used by Assignee for the Assigned Domain Names, executing and delivering all authorizations necessary to effectuate electronic transfer of the Assigned Domain Names, providing Assignee with all information, including login and password, to access and take full ownership and control of the Assigned Domain Names, and executing and delivering all further documents and instruments.

4. Miscellaneous.

4.1. Entire Agreement; Amendments. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Assignor and Assignee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may not be amended or modified except by mutual written agreement of both Parties.

4.2. Waiver. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.3. Severability. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in

order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.4. Governing Law. This Agreement will be governed by the laws of the State of Delaware, without reference to rules governing choice of law.

4.5. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

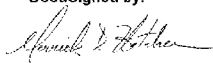
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

Digital Check Corp.

Avivatech LLC

DocuSigned by:

78ED3BD71CF842C...
Authorized Signature

DocuSigned by:

4DD5FF7D7F954CF...
Authorized Signature

Merrick Hatcher

Jeff Hempker

Name (type or print)

Name (type or print)

Executive Vice President

President

Title

Title