

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimePay, LLC		02/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Timeplus Inc.		
Street Address:	457 Kottinger Drive		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94566		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1872278	TIMEPLUS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	4157735919		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Betsy Wang Lee		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	50327-2		
NAME OF SUBMITTER:	Betsy Wang Lee		
SIGNATURE:	/Betsy Wang Lee/		
DATE SIGNED:	03/09/2022		
Total Attachments: 10			
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TRADEMARK AND DOMAIN NAME SALE AND ASSIGNMENT

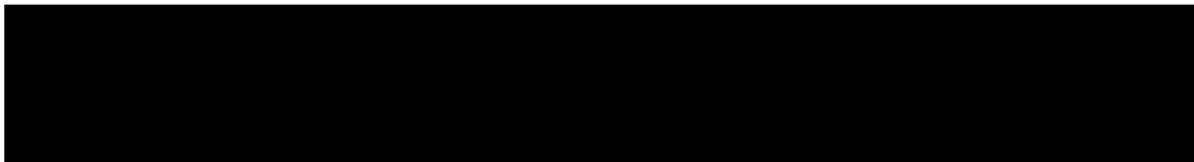
This Trademark And Domain Name Sale And Assignment (“*Assignment*”), effective as of February 25, 2022 (the “*Effective Date*”) is made by and between PrimePay, LLC, a Delaware Limited Liability Company, having a place of business at 1487 Dunwoody Dr., West Chester, PA 19380 (“*Assignor*”), and Timeplus Inc., a Delaware Corporation, having a place of business at 457 Kottinger Drive, Pleasanton, CA 94566 (“*Assignee*”) (collectively, the “*Parties*”).

WHEREAS, Assignor is the owner of all right, title and interest to the trademarks and the applications and/or registrations therefor listed on Schedule A hereto, and all goodwill associated therewith (collectively, the “*Trademarks*”).

WHEREAS, Assignor is the owner of all right, title and interest to the domain name listed on Schedule B hereto, and all goodwill associated therewith (collectively, the “*Domain Name*”).

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Trademarks and Domain Name, and all associated goodwill.

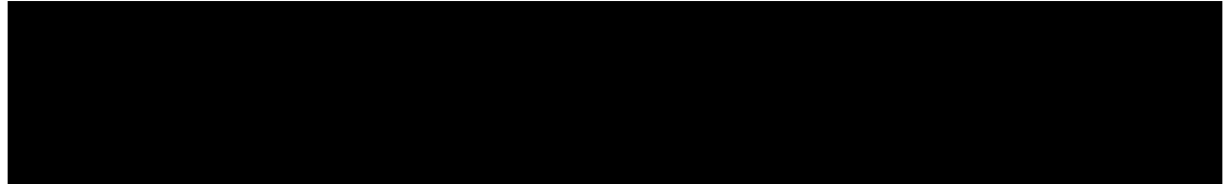
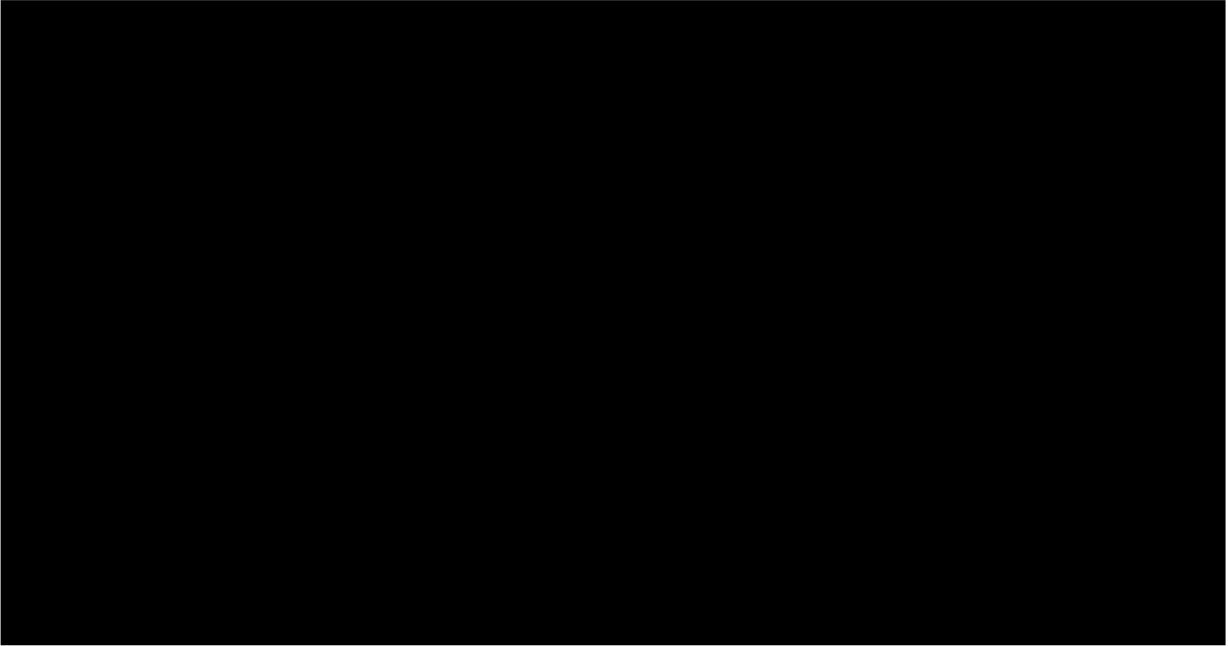
WHEREAS, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to the Trademarks and Domain Name, and all associated goodwill.

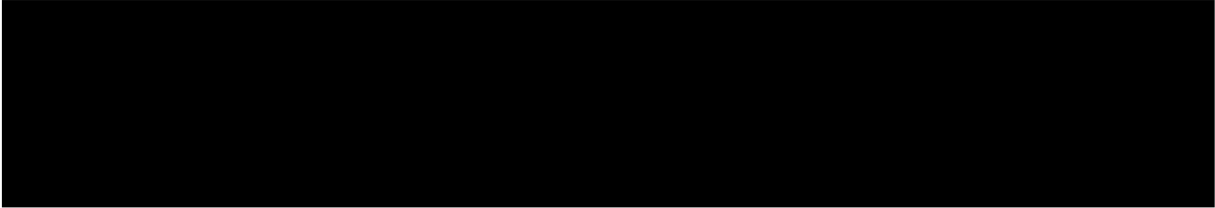


NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

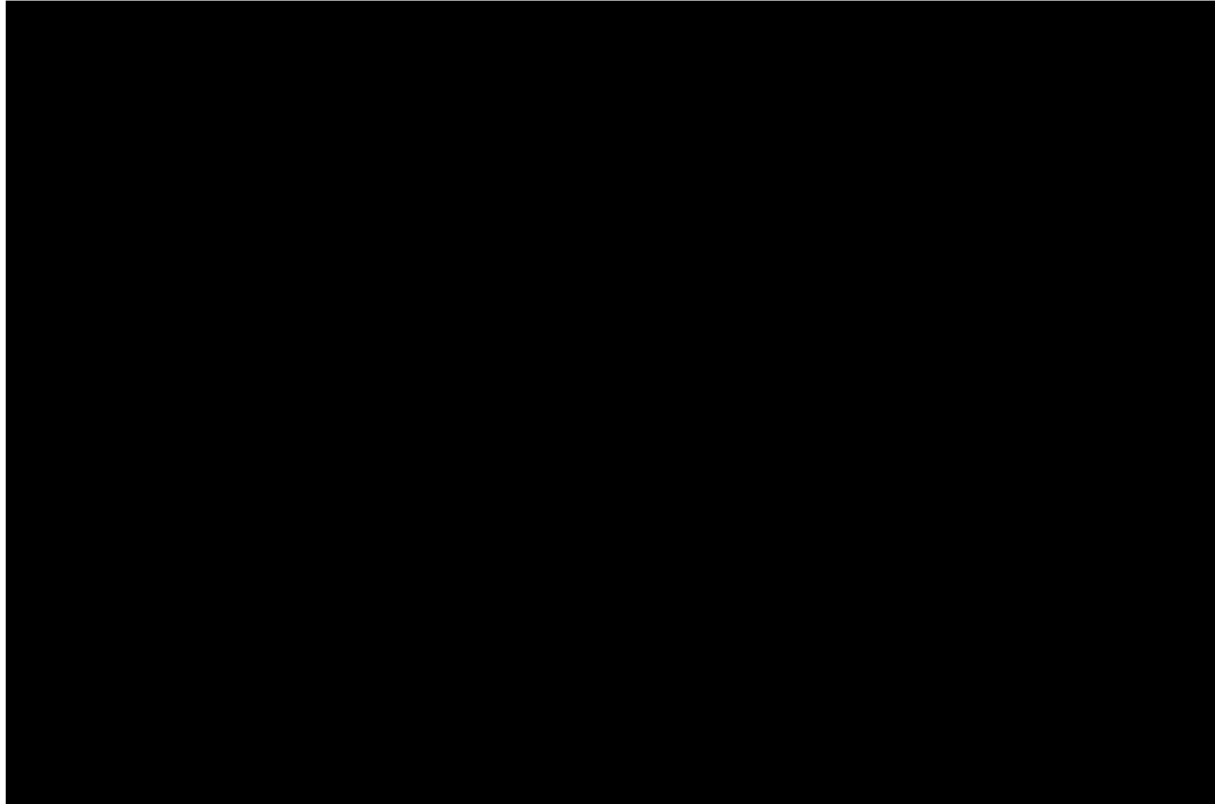
1. Assignment. Assignor irrevocably sells, assigns, conveys, and transfers to Assignee: (a) all its right, title, and interest (whether statutory, common law, or otherwise) in, to, and under the Trademarks and Domain Name, including all common law rights therein and all applications and registrations thereof together with the goodwill represented by the Trademarks and Domain Name on a worldwide basis, (b) all income, royalties, damages, and payments now and hereafter due and/or payable under or with respect to the Trademarks and Domain Name, (c) all rights to apply in any or all countries of the world for trademarks, or other governmental grants on the Trademarks and Domain Name, including the right to apply for trademarks pursuant to the International Convention for the Protection of Industrial Property, the Paris Convention, or pursuant to any other convention, treaty, agreement, or understanding, (d) any and all applications filed on the Trademarks and Domain Name, and any and all trademarks, registrations, or other governmental grants granted on the Trademarks and Domain Name in the United States, Canada and throughout the world, including each and every application filed and each and every trademark granted on any application on the Trademarks and Domain Name that is a division, substitution, continuation, or

continuation in part of any of said applications, registrations, trademarks, or other governmental grants, (e) each and every reissue, extension or renewal of the Trademarks and Domain Name, (f) all claims, causes of action, and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Trademarks and Domain Name, and (g) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to the foregoing. The foregoing assignment includes the exclusive rights to: (A) apply for and maintain all registrations and renewals of the Trademarks and Domain Name, (B) bring actions or otherwise recover for past, present, or future infringements, misappropriations, dilutions, or other violations thereof, and the right to the profits or damages due or accrued, arising out of, or in connection with any and all past, present, or future infringements, misappropriations, dilutions, and other violations of the Trademarks and Domain Name, and (C) file documents reflecting changes of corporate name or form.






5. Authorization to Issue and Transfer. Assignor authorizes and requests the Commissioner of Patents and Trademarks for the United States of America, all domain name Registrars, and the empowered officials of all governments to issue to and to transfer the Trademarks and Domain Name to Assignee, as assignee of the entire right, title, and interest therein, or otherwise as Assignee may direct.



7. Attorney-in-Fact. The Assignor hereby constitutes and appoints the Assignee, its successors, and assigns, as the Assignor's true and lawful attorney, with full power of substitution and re-substitution, in whole or in part, in the Assignor's name and stead: (i) to claim, demand, receive, and collect any and all of the Trademarks and Domain Name, (ii) from time to time to institute and prosecute in the Assignor's name, or otherwise, for the benefit of the Assignee, its successors, and assigns, any and all proceedings at law, in equity, or otherwise, which the Assignee, its successors, or assigns may deem proper for the collection or reduction to possession of any of the Trademarks and Domain Name or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred, granted, delivered, or assigned, or intended so to be, and (iii) to do all acts and things relating to the Trademarks and Domain Name which the

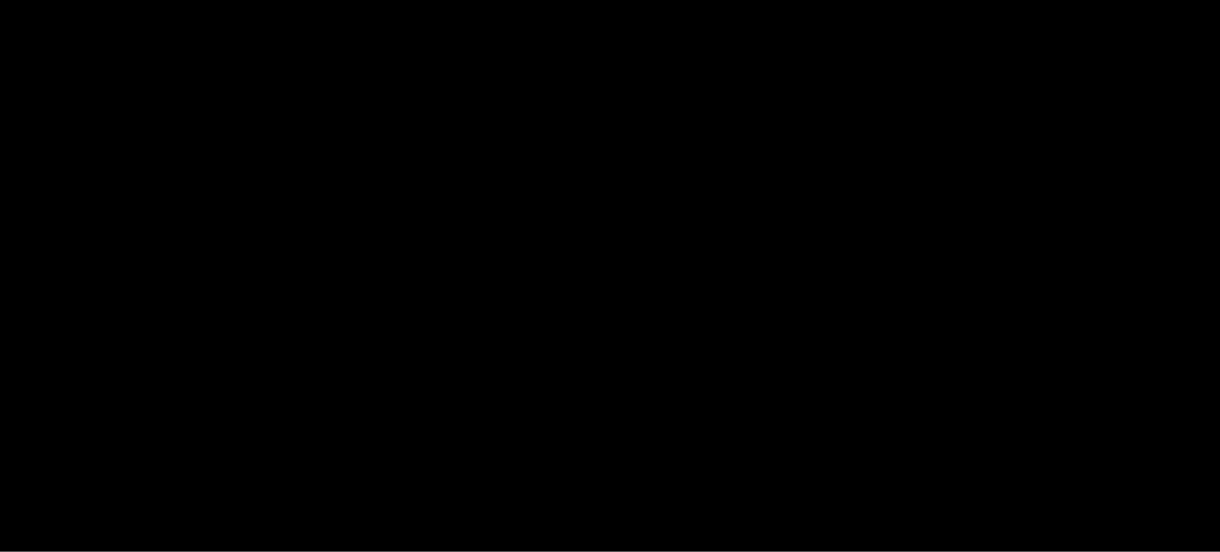
Assignee, its successors, or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor.

8. Further Assignments and Instruments. It is understood by Assignor that Assignee may require Assignor to promptly execute or sign additional assignments and/or instruments to effectuate the purposes behind this Assignment, and Assignor hereby agrees to such assignments, and to promptly execute whatever documents or instruments the Assignee in its sole discretion deems necessary.



10. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

11. Counterparts. This Assignment may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart. A facsimile, .pdf, or photocopy of this Assignment, as signed by the Parties, shall be as valid as if an original.



13. Amendments and Waivers. No modification of this Assignment shall be binding unless in writing and signed by the parties. No waiver of any breach of this Assignment shall be binding unless in writing and signed by the party waiving the breach. No waiver of any breach of this Assignment shall be a waiver of any other breach of this Assignment.

14. Severability. In the event any one or more of the provisions of this Assignment shall for any reason be held to be invalid, illegal, or unenforceable, then: (a) the illegal or unenforceable provision shall be enforced as nearly as possible in accordance with the stated intention of the Parties underlying the invalid, illegal, or unenforceable provision; and (b) the remainder of this Assignment will remain binding and in full force and effect.

15. Entire Agreement and Modification. This Assignment is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated by this Agreement, whether oral or in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have duly executed this Trademark And Domain Name Sale And Assignment.

PrimePay, LLC
Assignor

Dated: February 25, 2022

By: John LaMancuso
John LaMancuso
CEO

Timeplus Inc.
Assignee

Dated: February 25, 2022

By: _____
William Plummer
Chief Operating Officer & Director

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have duly executed this Trademark And Domain Name Sale And Assignment.

PrimePay, LLC
Assignor

Dated: February 25, 2022

By: _____
John LaMancuso
CEO

Timeplus Inc.
Assignee

Dated: February 25, 2022

By:  _____
William Plummer
Chief Operating Officer & Director

SCHEDULE A
Trademarks

Mark	App. No.	Reg. No.	Goods/Services
<p>TIMEPLUS</p> <p><i>Owner:</i> PrimePay, LLC</p>	74363915	1872278	<p>computer programs for systems integration, inventory control, production control, and business management (Class 9)</p> <p>computer software development services for others (Class 42)</p>
<p>TIMEPLUS</p> <p><i>Owner:</i> PrimePay, LLC</p>	1589512	TMA887330	<p>Computer software that enables users to prepare and file tax forms, manage time entry, prepare and manage payroll, prepare paychecks, process direct deposits, and calculate worker's compensation premiums; computer software that enables users to manage human resources, namely, employee evaluations, employee training, and inventory tracking;</p> <p>Computer programs for systems integration, inventory control, production control, and business management (Class 9)</p> <p>Providing computer software, namely, payroll software that enables users to prepare and file tax forms, process tax payments, manage time entry, prepare and manage payroll, prepare paychecks, process direct deposits, and calculate worker's compensation premiums; providing human resource services, namely, business management services, assistance with employee evaluations, assistance with administration of benefits, assistance with employee training; business management services; providing computer software, namely, human resource management and business management software that enables users to manage human resources, administer employee benefits, manage employee evaluations, manage employee training,</p>

			and track inventory; Computer software development services for others (Class 42)
TIME+PLUS <i>Owner:</i> PrimePay, LLC	760250	TMA464228	Electronic timekeeping and payroll systems, namely: computer programs on floppy disks and hard disks, personal computers, cards with imbedded information in an electronic format, card readers to read such cards, and instruction manuals therefor sold therewith as a unit; forms for payroll records and payroll checks, for use with electronic timekeeping and payroll systems (Class 9) Training in the use and operation of electronic timekeeping and payroll systems; support services in the field of the use and operation of electronic timekeeping and payroll systems, namely, maintenance and repair of computer hardware and providing software updates, service engineer visits and consultations for timekeeping and payroll computer software; designing, developing, engineering and programming in the field of electronic timekeeping and payroll systems (Class 42)

SCHEDULE B
Domain Name

1. www.timeplus.com