

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearwater Payments, LLC		04/06/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	DocuPhase, LLC		
Street Address:	13577 Feather Sound Dr.		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4969747	CLEARWATER PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045047656		
Email:	aklein@mmmlaw.com		
Correspondent Name:	Ashley N. Klein		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Rd. NE		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	36932-147426		
NAME OF SUBMITTER:	Ashley N. Klein		
SIGNATURE:	/Ashley N. Klein/		
DATE SIGNED:	03/11/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of April 6, 2021, and is made by Clearwater Payments, LLC, a Texas limited liability company (the "Assignor"), in favor of DocuPhase, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor and the Assignee (the "Asset Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the "Trademarks"), the copyrights on Schedule B attached hereto (the "Copyrights"), the patents on Schedule C attached hereto (the "Patents"), and the domain names on Schedule D attached hereto (the "Domain Names", and together with the Trademarks, the Copyrights and the Patents, collectively the "Intellectual Property Assets"); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns to Assignee, and Assignee hereby accepts, all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights, Patents, Domain Names and other Seller Intellectual Property rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and Assignee hereby accepts such assignment, transfer, and conveyance.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past

infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and Assignee hereby accepts such assignment, transfer, and conveyance.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and Assignee hereby accepts such assignment, transfer, and conveyance.

(d) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Domain Names, together with all renewals and extensions thereof, and all goodwill of the Business symbolized by the Domain Names and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes GoDaddy.com, LLC or any other registrar of the Domain Names to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors and or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

5. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

6. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

CLEARWATER PAYMENTS, LLC

By: 

Name: David Kesler

Title: Chief Executive Officer

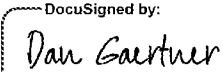
[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007658 FRAME: 0103

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNEE:

DOCUPHASE, LLC


By:  Dan Gaertner

Name: Dan Gaertner

Title: Chief Executive Officer

Schedule A

Trademarks

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
CLEARWATER PAYMENTS	86502360 4969747 U.S.	January 13, 2015 May 31, 2016	Future Payment Technologies, L.P.	Registered
	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER MOBILE	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER WEB	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER IVR	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER AGENT ASSISTED PAYMENTS	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER ELOCKBOX	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER POS	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER KIOSK	N/A N/A U.S.	N/A N/A	N/A	Unregistered
CLEARWATER SDK	N/A N/A U.S.	N/A N/A	N/A	Unregistered

Schedule B

Copyrights

All common law rights in the Seller's original works of authorship included in its Software, Seller Products, marketing materials, vendor materials, website and other business operation materials and work product.

Schedule C

Patents

None.

Schedule D

Domain Names

NO.	DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
1.	CCEBP.COM	Private	GoDaddy.com, LLC	06-05-2023
2.	CLEARWATERPAY.COM	Private	GoDaddy.com, LLC	12-07-2021
3.	CLEARWATERPAY.INFO	Private	GoDaddy.com, LLC	12-17-2021
4.	CLEARWATERPAY.NET	Private	GoDaddy.com, LLC	12-17-2021
5.	CLEARWATERPAY.US	Bob Stephens	GoDaddy.com, LLC	12-16-2021
6.	CLEARWATERPAYMENT.COM	Private	GoDaddy.com, LLC	12-17-2021
7.	CLEARWATERPAYMENTS.COM	Private	GoDaddy.com, LLC	12-17-2021
8.	CLEARWATERPAYMENTS.INFO	Private	GoDaddy.com, LLC	12-17-2021
9.	CLEARWATERPAYMENTS.NET	Private	GoDaddy.com, LLC	12-17-2021
10.	CLEARWATERPAYMENTS.ORG	Private	GoDaddy.com, LLC	12-17-2021
11.	CLEARWATERPAYMENTS.US	Private	GoDaddy.com, LLC	12-16-2021
12.	CUBECP.COM	Private	GoDaddy.com, LLC	08-16-2022
13.	CWPIVR.COM	Private	GoDaddy.com, LLC	07-09-2025
14.	CWPLAB.COM	Private	GoDaddy.com, LLC	11-19-2023
15.	CWPSVC.COM	Private	GoDaddy.com, LLC	11-19-2023
16.	EBPPAY.COM	Private	GoDaddy.com, LLC	02-25-2024
17.	FAMIEBP.COM	Private	GoDaddy.com, LLC	01-31-2022
18.	GAEPB.COM	Private	GoDaddy.com, LLC	04-29-2022
19.	KYWEBP.COM	Private	GoDaddy.com, LLC	12-13-2021
20.	LLEBP.COM	Private	GoDaddy.com, LLC	07-09-2021
21.	LUBEPB.COM	Private	GoDaddy.com, LLC	03-09-2024
22.	MGAPB.COM	Private	GoDaddy.com, LLC	06-19-2021
23.	OMUBP.COM	Private	GoDaddy.com, LLC	01-30-2022
24.	PICABP.COM	Private	GoDaddy.com, LLC	01-30-2022
25.	RGLEBP.COM	Private	GoDaddy.com, LLC	02-06-2024
26.	SKFEBP.COM	Private	GoDaddy.com, LLC	02-18-2022

NO.	DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
27.	WVEBP.COM	Private	GoDaddy.com, LLC	01-12-2022
28.	YCAZEBP.COM	Private	GoDaddy.com, LLC	08-10-2021