

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CollegeNET, Inc.		12/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Paymerang, LLC		
Street Address:	7401 Beaufont Springs Drive, Ste. 300		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23225		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2558399	INWORKS	
Registration Number:	3931099	INWORKS	
Registration Number:	3931100	INWORKS	
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>			
Email:	amoesta@novablg.com		
Correspondent Name:	Anastasia Moesta		
Address Line 1:	4151 Chain Bridge Rd.		
Address Line 4:	Fairfax, VIRGINIA 22030		
NAME OF SUBMITTER:	Anastasia Moesta		
SIGNATURE:	/Anastasia Moesta/		
DATE SIGNED:	09/30/2022		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment ("*Assignment*") is made by CollegeNET, Inc., a Delaware corporation ("*Assignor*"), in favor of Paymerang, LLC, a Virginia limited liability company ("*Assignee*").

On or about the date of this Assignment, Inworks Servicing, LLC, an Oregon limited liability company ("*Inworks*"), a wholly owned subsidiary of Assignor, and Assignee have entered into an Asset Purchase Agreement, pursuant to which Inworks has agreed to sell to Assignee, and Assignee has agreed to purchase from Inworks, substantially all of Inworks' assets (the "*Transaction*").

In connection with the Transaction, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the trademarks set forth on **Schedule A** hereto ("*Marks*"), together with all registrations and applications for the Marks, if any, and all renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, and all rights of priority in any of the foregoing, together with the goodwill associated with the Marks.

Further, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in and to the domain name set forth on **Schedule B** hereto and all associated registrations throughout the world ("*Domain Name*").

Assignor represents and warrants that: (i) Assignor owns the entire right, title and interest in and to the Marks and Domain Name; (ii) all registrations for the Marks and Domain Name are currently valid and subsisting and in full force and effect; (iii) Assignor has not licensed the Marks and Domain Name to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks and Domain Name to any other person or entity, which license or rights are outstanding as of the date hereof; (iv) there are no liens or security interests against the Marks and Domain Name; (v) Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

This assignment may be filed in any or all countries of the world. Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations that have been granted or may be granted upon the Marks in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall take such additional action (including, without limitation, the execution and delivery of additional documents and the giving of testimony) as Assignee may reasonably request, at Assignee's expense, to (a) effect, perfect or evidence the sale, assignment, and transfer hereunder, including promptly providing transfer authorization codes for the Domain Name, unlocking the Domain Name, and approving any transfer requests that are received by

Assignor, and (b) prosecute, maintain and enforce the Marks and applications and registrations thereon and the Domain Name.

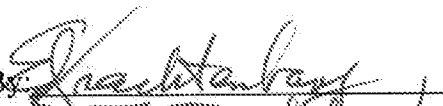
In the event that Assignor is unable to or fails to take the necessary steps to effectuate the transfer of the Marks or Domain Name as described hereunder, then Assignor hereby irrevocably appoints Assignee and its agents as its attorney-in-fact to execute any necessary documents, authorize any transfers and to take such actions as are necessary to effectuate the transfer of the Marks and Domain Name to Assignee.

[Signature Page to follow]

This Assignment is effective as of December 3, 2019.

ASSIGNOR:


COLLEGENET, INC.

By: 
Name: Ed Track
Title: Vice President Finance

Acknowledged and Agreed:

ASSIGNEE:

PAYMERANG, LLC

By: 
Name: NASSIM CHARA
Title: CEO

Schedule A
Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Class(es)</u>
INWORKS	US 2,558,399	35 and 36
INWORKS	US 3,931,098	35
INWORKS	US 3,931,099	36
INWORKS	US 3,931,100	42
INWORKS	Canada TMA857,322	35, 36 and 42