

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOS USA, Inc.		04/17/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Transworld Systems, Inc.		
Street Address:	500 Virginia Drive, Suite 514		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5939230	AFFORDAPAY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3308		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	05/01/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of April 17, 2023, is made by and between EOS USA, Inc., a Massachusetts corporation (“Assignor”), and Transworld Systems, Inc., a California corporation (“Assignee”) (each a Party and together, “the Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the mark AFFORDAPAY, U.S. Trademark Registration No. 5,939,230 (“the Trademark”), and Assignee desires to acquire the Trademark;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignors’ right, title, and interest in and to the Trademark together with the goodwill of the business symbolized thereby and appurtenant thereto, and including all of the following:

- (a) all renewals thereof;
- (b) all rights of any kind whatsoever accruing under the Trademark pursuant to applicable laws of any jurisdiction, throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademark;
- (d) any and all claims and causes of action, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Trademark Assignment Agreement upon request of Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions to assist Assignee, and its successors, assigns, and legal representatives, with all actions to reasonably necessary to effect, evidence, or perfect the assignment of the Trademark.

3. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Trademark Assignment, and all claims or causes of action (whether at law or in equity, in contract or in tort) that may be based upon, arise out of or relate to this Assignment will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed by its authorized representatives as of the date first set forth above.

ASSIGNOR

EOS USA, INC.

BY: *Joseph E. Laughlin*
Joseph E. Laughlin

ITS: Chief Executive Officer

ASSIGNEE:

TRANSWORLD SYSTEMS, INC.

BY: *Joseph E. Laughlin*
Joseph E. Laughlin

ITS: Chief Executive Officer