

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
enChoice, Inc.		04/03/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Paymerang LLC		
Street Address:	7401 Beaufont Springs Dr., Ste. 300		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23225		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97763150	SIMPLYAP	
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:	7037668081		
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:	05/02/2023		
Total Attachments: 9			
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**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (TRADEMARKS) (this “Assignment”), is made and entered into as of April 3, 2023, by and among enChoice, Inc., an Arizona corporation, and ImageTag, Inc., an Arizona corporation (collectively the “Assignors”, and each an “Assignor”), and Paymerang LLC, a Virginia limited liability company (the “Assignee”). Capitalized terms used but not defined in this Assignment have the meanings given such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase and Contribution Agreement, dated as of April 3, 2023 (the “Asset Purchase Agreement”), pursuant to which, among other things, the Assignors will transfer, assign and deliver the Owned Intellectual Property (as defined therein) to the Assignee; and

WHEREAS, this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows.

1.1. Assignment. Each Assignor shall and hereby does irrevocably sell, assign, transfer, convey and deliver to the Assignee all of such Assignor’s right, title and interest in and to the trademark registrations and applications set forth on Exhibit A hereto, and all issuances, extensions, and renewals thereof, together with the goodwill connected with the use thereof and symbolized thereby and the right to sue and recover for past infringements, misuse, dilution and other violations thereof, in each case, free and clear of all Encumbrances, other than Permitted Encumbrances.

1.2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Owned Intellectual Property as described above.

1.3. Recordation. The Assignors agree to reasonably cooperate with Assignee with respect to preparing instruments to record the Assignee as the owner of the Owned Intellectual Property in the United States Patent and Trademark Office and any other applicable Governmental Entity or registrar, in each case in form and substance reasonably acceptable to such Governmental Entity or registrar and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

1.4. Further Assurances. At any time or from time to time after the Closing Date, the Assignors shall, at the request of the Assignee, and without further expense to the Assignee: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer as the Assignee may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment and (b) promptly take all reasonable actions and commit efforts to consummate the sale, assignment, transfer, conveyance and delivery of the

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(Trademarks)

Owned Intellectual Property to the Assignee (or in the name of the Assignee and into the Assignee's account(s) with the relevant domain name registrar(s) in the case of domain names).

1.5. Terms of Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of the Assignors or the Assignee under the Asset Purchase Agreement. The Assignee acknowledges that the Assignors make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.


1.6. Further Assurances and Miscellaneous. This Assignment shall be subject to the provisions of Section 6.1 and Sections 8.1 through 8.14 of the Asset Purchase Agreement, which are hereby incorporated by reference herein, *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed as of the date first above written.


ASSIGNORS:

ENCHOICE, INC.

By: 

Name: Brian Curry
Title: Chief Operating Officer

IMAGETAG, INC.

By: 

Name: Brian Curry
Title: Chief Operating Officer

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(Trademarks)

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed as of the date first above written.

ASSIGNEE:

PAYMERANG LLC

DocuSigned by:
By: Nasser Chanda
Name: _____
Title:

Paymentranging-enChoice-ImageTag Asset Purchase Agreement Exhibit B-2: IP Assignment (Trademarks)

EXHIBIT A – TRADEMARKS

Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
INTELLIVIEW	United States	77829371	September 18, 2009	ACTIVE	ImageTag, Inc.	3909831	IC 009, US 021 023 026 036 038, G & S: Computer programs for managing electronic documents, namely, digital images of paper-based documents. FIRST USE: 20090917. FIRST USE IN COMMERCE: 20090917
KWIKTAG	United States	76054051	May 23, 2000	ACTIVE	ImageTag, Inc.	2660219	IC 035, US 100 101 102, G & S: COMPUTER SERVICES, NAMELY DATABASE MANAGEMENT OF COMPUTER DIGITAL IMAGES FOR OTHERS. FIRST USE: 20001030. FIRST USE IN COMMERCE: 20001030


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Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
KWIKPAPER	United States	76461037	October 24, 2002	ACTIVE	ImageTag, Inc.	2750058	IC 039. US 100 105. G & S: ELECTRONIC FILE ARCHIVING SERVICES IN THE NATURE OF ELECTRONIC STORAGE AND RETRIEVING OF COMPUTER DIGITAL IMAGES. FIRST USE: 20001030. FIRST USE IN COMMERCE: 20001030
							IC 016. US 002 005 022 023 029 037 038 050. G & S: PLASTIC- COATED SLEEVE FOR STORING AND SCANNING RECEIPTS AND ODD- SIZED DOCUMENTS.

Paymerang-enChoice-ImageTag Asset Purchase and Contribution Agreement Exhibit B-2: IP Assignment (Trademarks)

Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
KWIKSTUFF	United States	76192052	January 10, 2001	ACTIVE	ImageTag, Inc.	2749279	IC 016. US 002 005 022 023 029 037 038 050. G & S: blank or partially printed labels, tags, flags and cards not of textiles; cardboard folding storage boxes. FIRST USE: 20001020. FIRST USE IN COMMERCE: 20001020
KWIKBASKET	United States	76076590	June 23, 2000	ACTIVE	ImageTag, Inc.	2678698	IC 016. US 002 005 022 023 029 037 038 050. G & S: FOLDING CARDBOARD STORAGE CONTAINER USED TO STORE PAPERS AND DOCUMENTS. FIRST USE: 20001020. FIRST USE IN

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Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
IMAGETAG	United States	75807634	September 24, 1999	ACTIVE	ImageTag, Inc.	2434861	IC 009, US 021 023 026 036 038, G & S: computer software and computer hardware for use in the field of document management for indexing, managing, storing, and retrieving documents and for indexing, managing, storing, and retrieving information and graphics contained in documents. FIRST USE: 19990530. FIRST USE IN COMMERCE: 19990530
	United States	75540506	August 21, 1998	ACTIVE	ImageTag, Inc.	2380439	IC 009, US 021 023 026 036 038, G & S: COMPUTER SOFTWARE FOR

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Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
SIMPLYAP	United States	97763150	January 20, 2023	PENDING	enChoice, Inc.	PENDING	MANAGING, STORING AND RETRIEVING DIGITAL IMAGES. FIRST USE: 19991108. FIRST USE IN COMMERCE: 19991108 IC 042. US 100 101. G & S: Software as a service (SAAS) services featuring software for managing accounts payable. FIRST USE: 20210901. FIRST USE IN COMMERCE: 20211005