

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALIASWIRE, INC.		05/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PAYVUS LLC		
Street Address:	855 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5167397	PAYVUS	
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:	16179687768		
Email:	lcrocker@onboardpartners.com		
Correspondent Name:	Lori E. Crocker		
Address Line 1:	855 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Lori E. Crocker		
SIGNATURE:	/Lori E. Crocker/		
DATE SIGNED:	05/30/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of May 3, 2023 (the “**Effective Date**”) by and between ALIASWIRE, INC., a Delaware corporation (the “**Assignor**”), and PAYVUS LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (as may be amended, supplemented, or otherwise modified from time to time, the “**Asset Purchase Agreement**”);

WHEREAS, the Assignor is the owner of all rights, title, and interests in and to the trademark set forth on Schedule A attached hereto, together with the goodwill of the Payvus Business connected with and symbolized by such trademark (collectively, the “**Trademark**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor all of the Assignor’s rights, title, and interests in and to the Trademark.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement, the Assignor and the Assignee agree as follows:

1. **Undefined Terms.** All capitalized terms used and not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment.** The Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee, its successors and assigns, all of the Assignor’s rights, title, and interests in and to the Trademark in the United States and throughout the world, including all registrations and applications therefor, the right to renew any registrations included in the Trademark, the right to apply for trademark applications or registrations within or outside the United States based in whole or in part upon the Trademark, the right to petition, sue or otherwise seek and recover damages, profits, and any other remedy for any past, present, or future infringements, misappropriations, or other violations of the Trademark, and any priority right that may arise from the Trademark, the same to be held and enjoyed by the Assignee as fully and entirely as such rights, title and interests could have been held and enjoyed by the Assignor had this sale, assignment, transfer, conveyance and delivery not been made.

3. **Recording.** This Agreement has been executed and delivered by the Assignor to the Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “**PTO**”) or other Governmental Authority, and the Assignor and the Assignee hereby authorize the PTO or other such Governmental Authority to record this Agreement.

4. **Further Assurances.** From time to time after the Closing, the Assignor shall take such actions as required by Section 4.2 (*Further Assurances*) of the Asset Purchase Agreement in connection with this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts.** This Agreement may be executed in counterparts (delivery of which may be by facsimile or via email in portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts.

7. **Governing Law.** This Agreement, and all claims, disputes or causes of action (whether in contract or in tort, at Law or in equity or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws.

Signature page follows.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

ALIASWIRE, INC.

By: DocuSigned by:
Jed Rice
Name: Jed Rice
Title: Chief Executive Officer

ASSIGNEE:

PAYVUS LLC

By: _____
Name: Tim King
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

ALIASWIRE, INC.

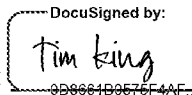
By: _____

Name: Jed Rice

Title: Chief Executive Officer

ASSIGNEE:

PAYVUS LLC

By:  _____
DocuSigned by:
Tim King
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Name: Tim King

Title: Chief Financial Officer

Schedule A

Trademark

Jurisdiction	Mark	Registration Number	Owner of Record	Registration Date
U.S.	PAYVUS	5167397	Aliaswire, Inc.	March 21, 2017