

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA Payrolls Inc.		10/02/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Asure Operations Inc.		
Street Address:	405 Colorado Street		
Internal Address:	Suite 1800		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3745712	USA PAYROLL	
Registration Number:	3846895	USA PAYROLL	
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:	3053970845		
Email:	mlima@cozen.com		
Correspondent Name:	Cozen O'Connor		
Address Line 1:	Southeast Financial Center		
Address Line 2:	200 South Biscayne Blvd, Suite 3000		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Ashley G. Kessler		
SIGNATURE:	/Ashley G. Kessler/		
DATE SIGNED:	10/03/2023		
Total Attachments: 3			
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OP \$65.00 3745712

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 2nd day of October, 2023, (the “Effective Date”), by and between USA Payrolls Inc., a New York Corporation, having its principal place of business located at 405 Colorado Street, Suite 1800 Austin TEXAS 78701 United States of America (“Assignor”), and Asure Operations Inc., a Delaware Corporation having its principal place of business located at 405 Colorado Street, Suite 1800 Austin TEXAS 78701 United States of America (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, together with any common law rights thereto, as set forth on Exhibit A attached hereto and made a part hereof (the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks together with any common law rights thereto and the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below:

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks, together with any common law rights thereto, in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the Trademarks set forth on Exhibit A to Assignee, as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any and all documents reasonably necessary at any time now or in the future to effect and/or perfect this Assignment or to confirm Assignee’s ownership of the Trademarks.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date first above written.

“ASSIGNOR”
USA Payrolls Inc.

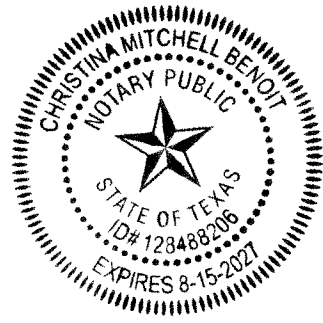
By: John Pence
Name: John Pence
Title: Chief Financial Officer

STATE OF Texas)
COUNTY OF Travis)

On this 2nd day of October, 2023 before me, the undersigned Notary Public in and for said state, personally appeared John Pence, known to me to be the person who executed the within Trademark Assignment, and acknowledged to me that he/she executed the same for the purposes therein stated.


Christina Mitchell Benoit
Notary Public

My commission expires:
8-15-2027



TRADEMARK ASSIGNMENT
EXHIBIT A

Registered

OWNER	REGISTRATION NUMBER	TRADEMARK
USA Payrolls Inc. ¹	3745712	USA PAYROLL
USA Payrolls Inc.	3846895	<i>USA</i>  <i>PAYROLL</i>

¹ Registrant name correction to “USA Payrolls Inc.” from “USA Payrolls, Incorporated” filed and recorded with USPTO August 28, 2018.