

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM123685

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of incorporation and address of assignee previously recorded on Reel 7252 Frame 611. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multi Service Technology Solutions, Inc.		02/13/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	MSTS Payments, LLC		
Street Address:	8595 W. 110th Street		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1303076	INSTA MONEY	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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)978-3000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan House		
Address Line 1:	1900 N. Pearl Street, Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50875842		
NAME OF SUBMITTER:	KELLY DYKEMA		
SIGNATURE:	KELLY DYKEMA		
DATE SIGNED:	02/13/2024		
Total Attachments: 7			
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CORRECTIVE TRADEMARK ASSIGNMENT

This CORRECTIVE TRADEMARK ASSIGNMENT (the "Assignment") is entered into by and between Multi Service Technology Solutions, Inc., a Florida corporation, with a principal address of 6450 Spring Parkway, Suite 3B203, Overland Park, Kansas 66211 ("Assignor"), and MSTS Payments, LLC (*n/k/a* Shell MS Fuel Card, LLC), a Florida limited liability company, with a principal address of 8595 W. 110th St., Overland Park, Kansas 66210 ("Assignee"), with reference to the facts and circumstances set forth below.

WITNESSETH:

WHEREAS, on or about April 12, 2021 (the "2021 Assignment"), Assignor assigned to Assignee all right, title and interest in and to the United States trademark registration identified in Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark; and

WHEREAS, the 2021 Assignment, recorded at reel/frame 7252/0611 at the US Patent and Trademark Office ("USPTO"), contained an error in the preamble in which Assignee was listed as a Kansas limited liability company. Assignee is now and has always been a Florida limited liability company;

WHEREAS, Assignor and Assignee desire to correct and confirm of record the assignment at the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark and all rights thereto in the United States of America, together with (i) the goodwill and the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.
3. This Assignment shall be governed by the laws of the State of Kansas without regard to conflicts of laws principles thereunder.
4. This assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized offices, as of the date written below.

[continued on next page]

ASSIGNOR

Multi Service Technology Solutions, Inc.

DocuSigned by:
By: Brandon Spear
EA410B35C80B47C...
Name: Brandon Spear
Title: Chief Executive Officer
Date: 2/12/2024 | 12:08 PM CST

ASSIGNEE

MSTS Payments, LLC
(n/k/a Shell MS Fuel Card, LLC)

By: [Signature]
Name: Aaron S. Decker
Title: Chief Executive Officer
Date: 2/13/24

EXHIBIT A

Federally Registered Trademark

Jurisdiction	Mark	Reg. No.	Reg. Date	Goods/Services
United States	INSTA MONEY & Design INSTA MONEY	1,303,076	30-October-1984	Class 36: Corporate and independent trucker purchasing services, namely, truck stop service center invoice payment and money transfer services

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multi Service Technology Solutions, Inc.		04/12/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	MSTS Payments, LLC		
Street Address:	8650 College Boulevard		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1303076	INSTA MONEY	
CORRESPONDENCE DATA			
Fax Number:	4048708176		
<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:	4048727000		
Email:	suzanne.skinner@wbd-us.com		
Correspondent Name:	Laura A. Kees		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357-0037		
NAME OF SUBMITTER:	Laura A. Kees		
SIGNATURE:	/Laura A. Kees/		
DATE SIGNED:	04/12/2021		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 12, 2021, is between Multi Service Technology Solutions, Inc., a Florida corporation, with a principal address of 8650 College Boulevard Overland Park Kansas 66210 ("Assignor"), and MSTS Payments, LLC, a Kansas limited liability company with a principal address of 8650 College Boulevard Overland Park Kansas 66210 ("Assignee"), with reference to the facts and circumstances set forth below.

W I T N E S S E T H:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the United States trademark registration identified in **Exhibit A** attached hereto ("Trademark"), together with any and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, and all rights thereto in the United States of America, together with (i) the goodwill and the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

3. This Assignment shall be governed by the laws of the State of Kansas without regard to conflicts of law principles thereunder.

3. This Assignment may be executed in any number of counterparts and signatures may be delivered by electronic mail in portable document format (PDF), each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first written below.

ASSIGNOR: Multi Service Technology
Solutions, Inc.

ASSIGNEE: MSTs Payments, LLC

By: DocuSigned by:
Brandon Spear
EA416B35C80B47C...

By: DocuSigned by:
Martha Salinas
C5B9983FD7C9417...


Name: Brandon Spear

Name: Martha Salinas

Title: Chief Executive Officer

Title: Chief Customer Officer

**EXHIBIT A
TRADEMARK REGISTRATION**

JURISDICTION	MARK	REG. NO.	REG. DATE	GOODS AND SERVICES
United States	INSTA MONEY 	1303076	30-October 1984	36: Corporate and Independent Trucker Purchasing Services- Namely, Truck Stop Service Center Invoice Payment and Money Transfer Services