

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James C Beach		10/30/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	CPAPERLESS, LLC		
Street Address:	15944 Luther Lane		
Internal Address:	Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3609740	TIC, TIE & CALCULATE	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 725-4000		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth, P.C.		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	102943-0001		
NAME OF SUBMITTER:	Arnold V. Mina		
Signature:	/Arnold V. Mina/		

CH \$40.00 3609740

Date:

10/30/2013

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of Oct 30, 2013, by and between JAMES C. BEACH ("*Assignor*") and CPAPERLESS, LLC, a Texas limited liability company, having its principal office or place of business at 15944 Luther Lane, Suite 600, Dallas, Texas 75225 ("*Assignee*").

WHEREAS, Assignor is the record owner in the United States Patent and Trademark Office of the trademark identified by U.S. Trademark Registration No. 3,609,740, for the mark TIC, TIE & CALCULATE, including all common law rights thereto (the "*Trademark*"), and the goodwill of the business symbolized thereby (together with the Trademark, the "*Assigned Property*");

WHEREAS, Assignor agrees to assign his entire right, title and interest in and to the Assigned Property to Assignee; and

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property.

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

**1. Assignment.** Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) the Assigned Property, (ii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Trademark and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Trademark and (iii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.

**2. Authorization.** Assignor hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, or equivalent agency in any other country to record Assignee as the owner of the Trademark. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark or other proper protection for the Trademark.

**3. Assignor Representations.** Assignor hereby represents to Assignee that (i) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Property, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, and (ii) the Trademark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part.

**4. Counterparts.** This Assignment may be executed in multiple counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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And for the above-named consideration, ASSIGNOR does hereby agree to, at the request of said ASSIGNEE, execute any and all papers and documents and do all other and further lawful acts that said ASSIGNEE may deem necessary or desirable to perfect and vest in the ASSIGNEE the entire right, title and interest in the intellectual property being assigned.

Executed this Oct 30, 2013.

**ASSIGNOR:**

JAMES C. BEACH

By: *James C. Beach*  
James C. Beach (Oct 30, 2013)

Title: Owner

**ASSIGNEE:**

CPAPERLESS, LLC, a Texas limited liability company

By: *SD*

Printed Name: Steve Dusablon

Title: President & CEO

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