TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM342918 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electronic Commerce Incorporated		05/29/2015	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Electronic Commerce Incorporated	
Street Address:	1111 Metropolitan Avenue, Suite 1050	
Internal Address:	c/o Frontier Capital	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28204	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4182426	ECI
Registration Number:	2221961	ECI

CORRESPONDENCE DATA

7044448847 Fax Number:

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.

Phone: 704-343-2264

Email: ksaltrick@mcguirewoods.com

McGuireWoods LLP **Correspondent Name:**

201 North Tryon Street, Suite 3000 Address Line 1: Address Line 2: Attention: Robert Crawford, Esq. Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2068444-0001 / R.CRAWFORD
NAME OF SUBMITTER:	Robert A. Crawford
SIGNATURE:	/s/ Robert A. Crawford
DATE SIGNED:	06/01/2015

Total Attachments: 3

source=Assignment of Service Marks - Fully Executed#page1.tif

TRADEMARK REEL: 005526 FRAME: 0674 source=Assignment of Service Marks - Fully Executed#page2.tif source=Assignment of Service Marks - Fully Executed#page3.tif

TRADEMARK REEL: 005526 FRAME: 0675

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (this "<u>Assignment</u>") is made as of May 29, 2015, by Electronic Commerce Incorporated, an Indiana corporation ("<u>Assigner</u>"), to Electronic Commerce Incorporated, a Delaware corporation ("<u>Assignee</u>"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement (as defined below).

STATEMENT OF PURPOSE

- A. Assignee and Assignor are parties to that certain Contribution and Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Acquired Assets, including without limitation the service marks listed on Schedule A (collectively, the "Scheduled Marks").
- B. It is a condition to Assignee's obligations to consummate the Transactions that Assignor executes and delivers this Assignment.
- C. In order to induce Assignee to so consummate the Transactions, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's registered and unregistered domestic and foreign service marks and trade names, including without limitation the Scheduled Marks.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's registered and unregistered domestic and foreign service marks and trade names, including without limitation the Scheduled Marks, in each case together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement of any such service mark or tradename, whether arising prior to or subsequent to the date hereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

TRADEMARK REEL: 005526 FRAME: 0676 IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on its behalf by its duly authorized officer as of the date first above written.

	By: Name: Jeffrey Lacy Title: President
State of <u>Indian</u>) ss. County of <u>St. Joseph</u>)	:
On this 38 day of May, 2015, be personally appeared 5.15 reg of Exchronic Grant Grant Trings to of satisfactory evidence) to be the personacknowledged to me that he executed	perfore me,
Witness my hand and official seal. Notary Public	Alanna Farinella Notary Public Seal State of Indiana St Joseph County My Commission Expires 08/13/2015

Schedule A

Registrations

Mark	Case Type	Registration Number	Registration Date	Status
ECI	Service mark	4182426	July 31, 2012	Registered
ECI	Service mark	2221961	February 2, 1999	Registered

66392784_5

RECORDED: 06/01/2015

TRADEMARK REEL: 005526 FRAME: 0678