

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 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
Midsouth Consulting Group, LLC		07/20/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Pay(k)onnect, LLC		
Street Address:	3951 McMinnville Hwy.		
City:	Sparta		
State/Country:	TENNESSEE		
Postal Code:	38583		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3834490	PAY(K)ONNECT	
CORRESPONDENCE DATA			
Fax Number:	6158071469		
Phone:	615-807-1240		
Email:	ggardner@llgtn.com		
<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>			
Correspondent Name:	Gaylord Gardner		
Address Line 1:	256 Seaboard Ln, Suite E-106		
Address Line 4:	FRANKLIN, TENNESSEE 37067		
NAME OF SUBMITTER:	Gaylord Gardner		
Signature:	/Gaylord Gardner/		
Date:	08/07/2015		
Total Attachments: 2			
source=Trademark Assignment - Pay(k)onnect Executed#page1.tif			
source=Trademark Assignment - Pay(k)onnect Executed#page2.tif			
RECEIPT INFORMATION			
ETAS ID:	TM350739		
Receipt Date:	08/07/2015		
Fee Amount:	\$40		

TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 20th, 2015 is made by Midsouth Consulting Group, LLC dba Avintus ("Assignor"), a Tennessee limited liability company located at 113 Seaboard Lane, Suite B 150 Franklin, TN 37067, in favor of Pay(k)onnect, LLC ("Assignee"), a Tennessee limited liability company, located at 251 McMillanville Hwy Sparta TN 38573.

RECITALS

WHEREAS, Assignor is the owner of the mark PAY(K)ONNECT, USPTO Registration Number: 3834490 ("Assigned Mark");

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee all Assignor's rights to the Assigned Mark; and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Mark as follows:

- (a) All USPTO trademark registrations related the Assigned Mark;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee.

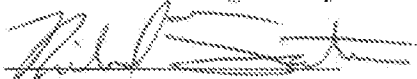
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule.

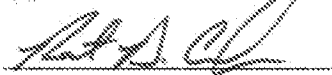
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Midsouth Consulting Group, LLC

By: 

Name: Richard Tatum
Title: President/CEO

Pay(k)onnect, LLC

By: 

Name: Robert D. Cook
Title: CEO