

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axia Payments, LLC		04/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	i3-Axia, LLC		
Street Address:	40 Burton Hills Boulevard		
Internal Address:	Suite 415		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86940929	AXIA PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	027787.65023		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	08/01/2016		
Total Attachments: 7			
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TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT (the "Trademarks Assignment Agreement") is entered into as of April 29, 2016, and effective as of the Effective Time, between Axia Payments, LLC ("Assignor"), a Delaware limited liability company, and i3-Axia, LLC ("Assignee"), a Delaware limited liability company, pursuant to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the unregistered trademarks, servicemarks, trade names, trade dress, logos, business and product names and slogans (including all pending federal, state or foreign registration applications of any of them) set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor's right, title and interest in, to and under all such Marks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor hereby agrees as follows:

1. **Assignment**. Assignor does sell, transfer, convey and assign to Assignee, its legal representatives, successors and assigns:

(a) all of Assignor's right, title and interest in and to the Marks, including, but not limited to, all of Assignor's right, title and interest with regard to the ownership, renewal, protection, use and exploitation of the same, together with the goodwill appurtenant thereto and symbolized by the Marks and the right to apply for registrations thereof, free and clear of all debts, liens, security interests, mortgages, trusts, claims or other liabilities or encumbrances whatsoever, except for Assumed Liabilities and liens for Taxes not yet due and payable;

(b) all income, damages, or payments now or hereafter due or payable with respect to the Marks; and

(c) all claims, causes of action, actions, suits, or other proceedings, in law or in equity, for, past, present or future infringement of the Marks, whether or not said Marks have been registered in the Patent and Trademark Office of the United States of America or in any other jurisdiction.

2. **Successors and Assigns.** This instrument is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

3. **Acts Pertaining to Recordation.** Assignor and Assignee agree to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to record the assignment made by this Trademarks Assignment Agreement.

4. **Additional Documents and Information.** Assignor, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of the Purchase Agreement. Notwithstanding anything to the contrary herein, the foregoing shall not, under any circumstances, require the Assignor to enter into any Contracts, forbear any rights, or pay any monies to any Person.

5. **Amendment and Modification; Waiver.** This Trademarks Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignor and Assignee at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Trademarks Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

6. **Binding Effect; No Assignment; No Third Party Beneficiaries.** This Trademarks Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including successors by merger or otherwise. Neither this Trademarks Assignment Agreement nor any right hereunder or part hereof may be assigned by any party hereto without the prior written consent of the other party hereto, except that Assignee may assign this Trademarks Assignment Agreement and its rights hereunder to an affiliate of Assignee or to a person or entity that acquires or otherwise succeeds to the business and the assets of Assignee (whether by sale of assets, equity, merger, or otherwise). The terms and provisions of this Trademarks Assignment Agreement are intended solely for the benefit of the parties and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

7. **GOVERNING LAW.** THIS TRADEMARKS ASSIGNMENT AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE, INTERPRETATION, CONSTRUCTION OR ENFORCEMENT OF THIS TRADEMARKS ASSIGNMENT AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION, AND SUCH APPLICATION OF DELAWARE LAW SHALL NOT BE VITIATED BY ANY ALLEGATIONS OF FRAUD. **EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO**

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY, FROM WHATEVER SOURCE ARISING, IN CONNECTION WITH ANY LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT AGREEMENT.

8. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Trademarks Assignment Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Trademarks Assignment Agreement is not intended to alter the rights or obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Trademarks Assignment Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control. For the avoidance of doubt, Assignor does not assign, and Assignee does not accept or assume, any of the Excluded Assets or Excluded Liabilities.

9. **Severability.** In the event any provision of this Trademarks Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Trademarks Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

10. **Divisions and Headings.** The division of this Trademarks Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Trademarks Assignment Agreement.

11. **Counterparts; Electronic Signatures.** This Trademarks Assignment Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Trademarks Assignment Agreement by facsimile or other electronic imaging technology shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, Assignor has caused this Trademarks Assignment Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

AXIA PAYMENTS, LLC

By: _____

Name: _____

Title: _____

Acknowledged and Agreed

I3-AXIA, LLC

By: Clay Whitson

Name: Clay Whitson

Title: Secretary

IN WITNESS WHEREOF, Assignor has caused this Trademarks Assignment Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

AXIA PAYMENTS, LLC

By: _____

Name: _____

Title: _____

Acknowledged and Agreed

I3-AXIA, LLC

By: _____

Name: _____

Title: _____

NOTARIAL ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

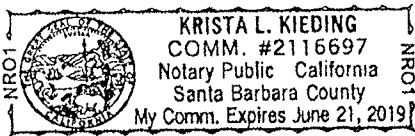
) ss.

COUNTY OF SANTA BARBARA)

On April 29th, 2016, before me, Krista L. Kieding, a Notary Public, personally appeared Randal S. Clark, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Krista L. Kieding

Notary Public
Expires 6/21/19

(Seal)

ASSIGNMENT OF TRADEMARKS AND TRADEMARK RIGHTS

EXHIBIT A

Unregistered Servicemarks and Trademarks

Trademark	U.S. Serial No.	Application Date
AXIA PAYMENTS	US App. Serial No.: 86940929	March 16, 2016