

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOCUMATIX, LLC		06/30/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	FALFURRIAS FINANCIAL, INC.		
Street Address:	100 North Tryon Street		
Internal Address:	Suite 4100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87353004	DOCUMATIX	
Serial Number:	85548048	MARKETING PATH	
Serial Number:	85712320	DOCUMATIX ON DEMAND	
Serial Number:	85658930	WE SIMPLIFY COMMUNICATIONS	
Serial Number:	77859063	EMAILS ON DEMAND	
Serial Number:	77813852	RSSLOGIX	
Serial Number:	77052511	SIMPLE. POWERFUL. EFFECTIVE.	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125130		
Email:	rdbaker@mcguirewoods.com		
Correspondent Name:	Regina Baker		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	REGINA BAKER		

OP \$190.00 87353004

SIGNATURE:	/REGINA BAKER/
DATE SIGNED:	07/11/2017
Total Attachments: 6 source=DocumatixLLC#page1.tif source=DocumatixLLC#page2.tif source=DocumatixLLC#page3.tif source=DocumatixLLC#page4.tif source=DocumatixLLC#page5.tif source=DocumatixLLC#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment Agreement*”), is made and entered into effective as of June 30, 2017 (“*Closing Date*”), by and between Documatix, LLC, a Utah limited liability company (“*Assignor*”), and Falfurrias Financial, Inc., a Delaware corporation (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution Agreement of even date herewith among Assignor, Assignee, Paul Jaramillo, Trent Hawes, Ray Flaherty and Mike Holman (“*Purchase Agreement*”).

RECITALS

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in and to substantially all of the assets of Assignor, including, without limitation, the Intellectual Property Rights owned by, licensed to or otherwise used by Assignor in the Business (collectively, the “*Seller Intellectual Property*”); and

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 **Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of Assignor’s right, title and interest in and to all Intellectual Property constituting and relating to the Business (whether owned by Assignor or a third Person), including without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“*Assigned IP*”). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto (“*Domain Names*”), Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

Section 2 **Further Assurances.**

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request and at Assignee’s sole cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the

Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Seller Intellectual Property, are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

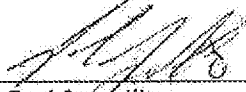
Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

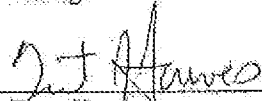
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed effective as of the date first set forth above.

ASSIGNOR:

DOCUMATIX, LLC

By: 
Name: Paul Jaramillo
Title: Manager

By: 
Name: Trent Hawes
Title: Manager

ASSIGNEE:

FALFURRIAS FINANCIAL, INC.

By: _____
Name: Susan R. Faulkner
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed effective as of the date first set forth above.

ASSIGNOR:

DOCUMATIX, LLC

By: _____

Name: Paul Jaramillo

Title: Manager

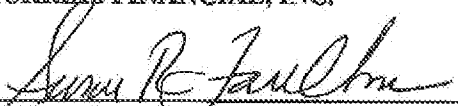
By: _____

Name: Trent Hawes

Title: Manager

ASSIGNEE:

FALFURRIAS FINANCIAL, INC.

By:  _____

Name: Susan R. Faulkner

Title: President and CEO

SCHEDULE A

ASSIGNED IP

1. Patents - None.

2. Trademarks

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
US	Documatix	87353004	Feb. 28, 2017	Pending	Pending
US	Marketing Path	85548048	Feb. 21, 2012	5183637	Apr. 11, 2017
US	Documatix on Demand	85712320	Aug. 24, 2012	Pending	Pending
US	We Simplify Communications	85658930	June 22, 2012	4774942	July 21, 2015
US	Emails on Demand	77859063	Oct. 28, 2009	3885015	Dec. 7, 2010
US	Rsslogix	77813852	Aug. 27, 2009	4277632	Jan. 22, 2013
US	Simple. Powerful. Effective.	77052511	Nov. 28, 2006	4169571	July 10, 2012

Common law trademarks

- DocuMatix Product Suite
- DocuMatix Email Manager
- DocuMatix Text Messaging
- DocuMatix Financial Calculators
- DocuMatix Online Elections
- DocuMatix logo (see below):



3. Copyrights

Common law/unregistered Copyrights

- Website content (text and images; *see, e.g.* www.documatix.com)
- Copyrights in software products (including but not limited to software code, text and images)

4. Domain Names

Domain Name	Registrar	Expiration Date
documatix.com	Register.com	02-Aug-2019
documatix.net	Verio.com	June 17, 2019
documatix.org	Verio.com	June 17, 2019

calc-box.com	Register.com	31-Dec-2019
cstmr411.com	Register.com	08-Sep-2019
mbr411.com	Register.com	08-Sep-2019
dm00.com	Verio.com	February 18, 2019
emailrewards.biz	Verio.com	January 03, 2018
mye-alerts.com	Verio.com	May 21, 2018
online-elections.com	Verio.com	January 14, 2018
rsslogix.com	Verio.com	July 18, 2017
secureinquiry.com	Verio.com	December 02, 2017
securememberinquiry.com	Verio.com	December 02, 2017
surveymatix.com	Verio.com	November 29, 2017

5. Trade Secrets