

900492106 04/01/2019

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM516859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IGOVOLUTIONS, LLC		02/28/2019	Limited Liability Company: FLORIDA
iGOV ePay LLC		02/28/2019	Limited Liability Company: FLORIDA
CyberBest Technology, Inc.		02/28/2019	Limited Liability Company: Corporation: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	i3-Splash, LLC
<b>Street Address:</b>	40 Burton Hills Blvd
<b>Internal Address:</b>	Suite 415
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37215
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4992250	ILEMS

**CORRESPONDENCE DATA**

**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:** (312)374-8084  
**Email:** jbisbikis@leonardmeyerllp.com  
**Correspondent Name:** John G. Bisbikis  
**Address Line 1:** 120 North LaSalle Street  
**Address Line 2:** Suite 2000  
**Address Line 4:** Chicago, ILLINOIS 60602

<b>NAME OF SUBMITTER:</b>	John G. Bisbikis
<b>SIGNATURE:</b>	/John G. Bisbikis/
<b>DATE SIGNED:</b>	04/01/2019

OP \$40.00 4992250

**Total Attachments: 10**

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## TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT (the "Trademarks Assignment Agreement") is entered into as of February 28, 2019 but effective as of the Effective Time, by and among IGOVSOLUTIONS, LLC, a Florida limited liability company, iGOV ePay LLC, a Florida limited liability company, and CyberBest Technology, Inc., a Florida corporation (each, an "Assignor" and collectively, "Assignors"), and i3-Splash, LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated of even date herewith and effective at the Effective Time (the "Purchase Agreement"), by and among Assignors, Assignee and the Owner of Assignors. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignors may own various registered and unregistered trademarks, servicemarks, trade names, trade dress, logos, business and product names and slogans (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) in connection with the Purchased Assets, including the registrations set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignors' 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, Assignors hereby agree as follows:

1. Assignment. Assignors do sell, transfer, convey and assign to Assignee, its legal representatives, successors and assigns:

(a) all of Assignors' right, title and interest in and to the Marks, if any, including, but not limited to, all of Assignors' 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 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. Appointment of Attorney. Each Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of such Assignor, with full power of substitution, in the name of either Assignor or

Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Marks, including the right to sue for infringement of the Marks, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall deem desirable. Assignors shall fully cooperate with and assist Assignee in such proceedings. Each Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of such Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of such Assignor, or in any other manner or for any other reason. The intent of this Trademarks Assignment Agreement is to substitute Assignee in the place of Assignors.

3. Successors and Assigns. This Trademarks Assignment Agreement is executed by, and shall be binding upon, Assignors, their respective 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.

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

5. Additional Documents and Information. Assignors, 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.

6. Amendment and Modification; Waiver. This Trademarks Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignors 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.

7. 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.

**8. 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 DELAWARE 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 TRADEMARKS ASSIGNMENT AGREEMENT.**

**9. 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 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, Assignors do not assign, and Assignee does not accept or assume, any of the Excluded Assets or Excluded Liabilities.

**10. 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.

**11. 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.

**12. 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.

*[Signature Page Follows.]*

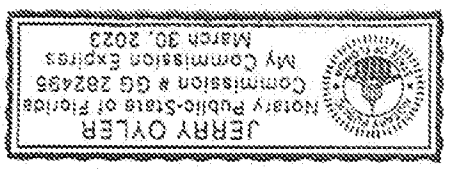
IN WITNESS WHEREOF, IGOVSOLUTIONS, LLC has caused this Trademarks Assignment Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

IGOVSOLUTIONS, LLC

By: \_\_\_\_\_  
Name: Prasad Velay  
Title: VP/Chief

STATE OF Florida )  
 ) ss  
COUNTY OF Seminole )

On this 31<sup>st</sup> day of January, 2019, before me appeared Prasad Velay, the person who signed this instrument, who acknowledged that he is a duly appointed officer of IGOVSOLUTIONS, LLC, that he is duly authorized by IGOVSOLUTIONS, LLC to sign this instrument, and that he has signed this instrument as a free act on behalf of IGOVSOLUTIONS, LLC.



Jerry Oyler  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

Acknowledged and Agreed

IB-SPLASH, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



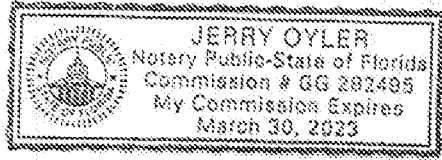
IN WITNESS WHEREOF, iGOV ePay LLC has caused this Trademarks Assignment Agreement to be duly executed and delivered as of the date first set forth above by its representatives therunto duly authorized.

IGOV EPAY LLC

By: [Signature]  
Name: Rasheed Valay  
Title: President

STATE OF Florida )  
COUNTY OF Seminole ) ss

On this 31<sup>st</sup> day of January, 2019, before me appeared Rasheed Valay, the person who signed this instrument, who acknowledged that he is a duly appointed officer of iGOV ePay LLC, that he is duly authorized by iGOV ePay LLC to sign this instrument, and that he has signed this instrument as a free act on behalf of iGOV ePay LLC.



[Signature]  
NOTARY PUBLIC  
My commission expires: 3/30/23

Acknowledged and Agreed

i3-SPLASH, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





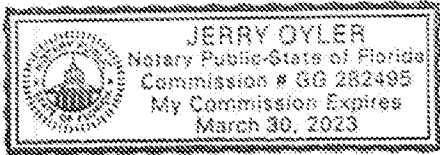
IN WITNESS WHEREOF, CyberBest Technology, Inc. has caused this Trademarks Assignment Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

CYBERBEST TECHNOLOGY, INC

By: [Signature]  
Name: Harold Valary  
Title: President

STATE OF Florida )  
COUNTY OF Seminole ) ss

On this 31<sup>st</sup> day of January, 2019, before me appeared Harold Valary, the person who signed this instrument, who acknowledged that he is a duly appointed officer of CyberBest Technology, Inc., that he is duly authorized by CyberBest Technology, Inc. to sign this instrument, and that he has signed this instrument as a free act on behalf of CyberBest Technology, Inc.



[Signature]  
NOTARY PUBLIC  
My commission expires: 3/30/23

Acknowledged and Agreed

i3-SPLASH, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT A

Registered Servicemarks and Trademarks

Trademark	Serial Number	Registration Number
ILEMS	86797651	4992250