

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E Commerce Group Products Inc.		05/09/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Speedpay, Inc.		
<b>Street Address:</b>	6060 Coventry Drive		
<b>City:</b>	Elkhorn		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68022		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1898632	SPEEDPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8583141140		
<b>Email:</b>	rlatta@jonesday.com		
<b>Correspondent Name:</b>	Jones Day, c/o Robert Latta		
<b>Address Line 1:</b>	4655 Executive Dr.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Robert T.S. Latta		
<b>SIGNATURE:</b>	/Robert T.S. Latta/		
<b>DATE SIGNED:</b>	05/09/2019		
<b>Total Attachments: 4</b>			
source=Step 2 - Trademark Assignment - ECG to Speedpay#page1.tif			
source=Step 2 - Trademark Assignment - ECG to Speedpay#page2.tif			
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OP \$40.00 1898632

## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “*Agreement*”) is executed and delivered as of May 9, 2019 (the “*Effective Date*”), by and between E Commerce Group Products Inc. (“*Assignor*”) and Speedpay, Inc. (“*Assignee*”);

WHEREAS, pursuant to the Contribution Agreement by and between Assignor and Assignee, dated May 9, 2019 (the “*Contribution Agreement*”), Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to receive from Assignor, all of the Assignor’s right, title, interest and obligations in and to all Contributed Assets and Liabilities (as defined in the Contribution Agreement);

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks and service marks, which are identified and set forth on Schedule A hereto or that otherwise constitute a an assets contributed by Assignor to Assignee under the Contribution Agreement (the “*Marks*”); and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, contributes, transfers, assigns, conveys, and delivers to Assignee, free and clear of all encumbrances, all right, title and interest of Assignor in and to the Marks, including without limitation (i) all renewals and extensions of the Marks; (ii) all goodwill of the business connected with the use of, and symbolized by, each Mark; (iii) all income, royalties, proceeds at any time due or payable or asserted under and with respect to any of the foregoing and (iv) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, conveyance, transfer and assignment had not been made.

2. Further Assurances. Assignor agrees, upon reasonable request by and at the cost of Assignee, that Assignor and its legal representatives and assigns will do all lawful and commercially reasonable acts that cannot reasonably be performed by Assignee, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, to the extent applicable, and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and are not intended to confer third-party beneficiary rights upon any other person or entity.

5. Counterparts. This Agreement may be executed in two (2) or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Copies of executed counterparts electronically transmitted shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

6. Choice of Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to such state's conflicts of laws rules. Each of the parties hereto hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware and irrevocably waives, to the fullest extent permitted by law, any objection to the laying of venue of any such proceeding brought in such courts and any claim that such courts are an inconvenient forum.

7. Waiver of Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8. Conflicts. This Agreement shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Contribution Agreement, and in the event of any conflict between the Contribution Agreement and this Agreement, the Contribution Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Trademark Assignment Agreement effective as of the day and year first above written.

E Commerce Group Products Inc.

By: \_\_\_\_\_

  
Name: Craig A. Maki

Title: Vice President and Treasurer

Speedpay, Inc.


By: \_\_\_\_\_

  
Name: Craig A. Maki

Title: Vice President and Treasurer

*[Signature Page to the Trademark Assignment Agreement]*

**SCHEDULE A**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>App. Date</b>	<b>Reg. Date</b>
 SPEEDPAY	U.S.	Registered	74/403713	1,898,632	21-JUN-1993	13-JUN-1995