

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACH ALERT, LLC		10/04/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Alkami ACH Alert, Inc.		
Street Address:	5601 Granite Parkway, Suite 120		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5380041	PRO-TECH	
Registration Number:	5278004	PRO-CHEX	
Registration Number:	5199065	BIO-WIRE	
Registration Number:	5199064	FRAUD PREVENTION HQ	
Registration Number:	3804360	ACH ALERT	
CORRESPONDENCE DATA			
Fax Number:	2147648389		
<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:	2143676000		
Email:	claudia@klemchuk.com		
Correspondent Name:	KLEMCHUK LLP, ATTN: C. ALVARADO		
Address Line 1:	8150 N CENTRAL EXPRESSWAY, 10TH FLOOR		
Address Line 4:	DALLAS, TEXAS 75206		
NAME OF SUBMITTER:	Claudia Alvarado		
SIGNATURE:	/Claudia Alvarado/		
DATE SIGNED:	11/02/2020		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** is made effective as of the 4th day of October, 2020, by ACH ALERT, LLC, an Tennessee limited liability company (“**Assignor**”) to Alkami ACH Alert, Inc., a Delaware corporation.

WHEREAS, Assignor has developed and owns certain intellectual property listed on the attached Exhibit A;

WHEREAS the Intellectual Property is associated with certain of Assignor’s products and/or services and symbolizes at least a portion of the goodwill of Assignor’s business; and

WHEREAS, Assignor has developed the Intellectual Property in the course and scope of its business of providing fraud protection for banks and credit unions;

WHEREAS, Assignor’s members believe that it is in the best interest of the Assignor and its members to assign the Intellectual Property pursuant to the terms of a certain Asset and Purchase Agreement of this same date;

NOW, THEREFORE, for and in consideration of the sum of one hundred U.S. Dollar (\$100 US) and the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Intellectual Property, together with any goodwill associated therewith, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Intellectual Property, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee:
 - (a) Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.
 - (b) Assignor is the owner of the Intellectual Property, and no other person or entity has any security interest in any of the Intellectual Property, in any registration of any of the Intellectual Property, or in any applications to register the Intellectual Property.
 - (c) Assignor has not abandoned or discontinued use of the Intellectual Property.
 - (d) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Assignor in any court or before any governmental agency which might have an adverse effect on the Intellectual Property or the goodwill associated therewith.
 - (e) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Intellectual Property, or of any goodwill associated therewith, or which has created or would create a lien thereon or would affect or interfere with Assignee’s use thereof or its rights therein.

- 3. In the event any third party infringes or otherwise violates Assignee’s right, title and/or interest in and to any of the Intellectual Property, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of the Intellectual Property.
- 4. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Intellectual Property, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Intellectual Property, and otherwise fully carrying out the terms of this Assignment.
- 5. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

ACH ALERT, LLC

By: Debbie Peace
Deborah Peace, CEO

State of Tennessee)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this ___ day of October, 2020, Deborah Peace., who is personally known to me (or who proved her identity by satisfactory evidence) to be the CEO of ACH ALERT, LLC, and she acknowledged that, as such officer, she is authorized to execute the foregoing Assignment on behalf of ACH ALERT, LLC, and that she did so of his own free will for the purposes set forth therein.

Notary Public

My commission expires:_____

EXHIBIT A

TRADEMARKS			
Mark	US Reg. No.	Reg. Date	Status
PRO-TECH	5380041	January 16, 2018	Active
PRO-CHEX	5278004	August 29, 2017	Active
BIO-WIRE	5199065	May 9, 2017	Active
FRAUD PREVENTION HQ	5199064	May 9, 2017	Active
ACH ALERT	3804360	June 15, 2010	Active

US PATENTS / PATENT APPLICATIONS				
Title	Serial No.	Filing Date	Patent No.	Issue Date
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	12/347,847	December 31, 2008	7,974,893	July 5, 2011
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/108,306	May 16, 2011	8,219,491	July 10, 2012
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	13/473,431	May 16, 2012	10,115,106	October 30, 2018
Systems and methods for providing ACH transaction notification and facilitating ACH transaction disputes	16/174,734	October 30, 2018	NA	NA

DOMAIN NAMES			
Domain name	Registrar	Creation	Expiration
ACHALERT.COM	Register.com	February 27, 2008	February 27, 2023