

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CWP Payments, LP		08/31/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Clearwater Payments, LLC		
Street Address:	12377 Merit Drive, Suite 1530		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4969747	CLEARWATER PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045047656		
Email:	aklein@mmmlaw.com		
Correspondent Name:	Ashley N. Klein		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Rd. NE		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	36932-147426		
NAME OF SUBMITTER:	Ashley N. Klein		
SIGNATURE:	/Ashley N. Klein/		
DATE SIGNED:	02/15/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated effective as of August 31, 2017, is made by CWP Payments, LP (“**Assignor**”), a Texas limited partnership which was formerly known as Future Payment Technologies, LP, located at 12377 Merit Drive, Suite 1530, Dallas, Texas 75251, in favor of Clearwater Payments, LLC (“**Assignee**”), a Texas limited liability company, located at 12377 Merit Drive, Suite 1530, Dallas, Texas 75251, the Assignee of certain assets of Assignor contributed to Assignee pursuant to that certain Contribution Agreement, dated August 31, 2017 by and between Assignor and Assignee (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee the Assigned Trademark (defined below); and

WHEREAS, Assignor is delivering this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Assignor agrees to take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary

to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

CWP PAYMENTS, LP

By: CWP GP, LLC, its general partner

By:  _____

David Kesler, CEO

AGREED TO AND ACCEPTED:

CLEARWATER PAYMENTS, LLC

By:  _____

David Kesler, CEO

SCHEDULE 1

Assigned Trademark

Trademark Registration

Mark	Jurisdiction	Serial Number	Registration Number	Filing Date	Registration Date
CLEARWATER PAYMENTS	U.S.	86502360	4969747	January 13, 2015	May 31, 2016