# OP \$140.00 97154418

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM719921

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ORGANO PAYMENTS, INC.		04/07/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ORIGINAL DIGITAL CORPORATION		
Street Address:	1700 POST OAK BLVD, 2 BLVD PLACE, 6TH FLOOR		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	ode: 77056		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	97154418	DIGITAL SELF
Serial Number:	97179046	FINTESA
Serial Number:	90104465	FINTESA
Registration Number:	6663275	OGPAY
Registration Number:	6332567	OGPAY

#### **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:** 8322877039

Email: theresa@eurekaiplaw.com
Correspondent Name: EURKEA IP LAW FIRM
Address Line 1: 20507 Tamarron Drive

Address Line 4: Humble, TX, DELAWARE 77346

NAME OF SUBMITTER:	Brett T. Cooke
SIGNATURE:	/Brett T. Cooke/
DATE SIGNED:	04/08/2022

**Total Attachments: 4** 

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TRADEMARK
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#### **ASSIGNMENT OF UNITED STATES TRADEMARK RIGHTS**

**ORGANO PAYMENTS, INC.** (hereinafter referred to as "OPI") a corporation organized and existing according to the laws of the State of Delaware having a principal place of business at 251 Little Falls Drive Wilmington DELAWARE 19808 has adopted, used and is using in its line of business a certain United States trademark and has the right to assign such right, title and interest to the trademarks identified on Schedule "A" attached hereto and which are hereinafter referred to as the "TRADEMARK RIGHTS":

**ORIGINAL DIGITAL CORPORATION**, a corporation organized and existing according to the laws of the State of Delaware, having a principal place of business at 1700 Post Oak Blvd, 2 Blvd Place, 6th Fl Houston TEXAS 77056 (hereinafter referred to as "ODC") is desirous of acquiring all of OPI'S right, title and interest in, to and under said TRADEMARK RIGHTS, together with the goodwill of the business symbolized thereby in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS, along with the right to recover for damages and profits for past infringements thereof;

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, OPI has agreed to and does hereby assign to ODC whatever right, title and interest OPI owns in and to said TRADEMARK RIGHTS together with the goodwill of the business in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS, along with the right to recover for damages and profits for past infringements thereof;

OPI represents and warrant that:

- (a) OPI owns the entire right, title and interest in and to the TRADEMARK RIGHTS noted on Schedule "A":
  - (b) All registrations for the TRADEMARK RIGHTS are currently valid and subsisting and in full force and effect;
  - (c) OPI has not licensed the TRADEMARK RIGHTS to any other person or entity or granted any trademark or service mark rights with respect to the TRADEMARK RIGHTS to any other person or entity;
- (d) There are no liens or security interests against the TRADEMARK RIGHTS; and
- (e) Execution of this Agreement and performance of OPI's obligations hereunder shall not violate or conflict with any other agreement to which OPI is a party

**OPI** covenants it has not executed and will not execute any agreement in conflict herewith and that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the TRADEMARK RIGHTS. OPI further covenants that it will cooperate with Assignee in the execution of all documents, papers, forms and authorizations and take other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Assigned Mark.

**OPI** further acknowledges that the entire beneficial interest in the mark together with the goodwill of the business in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK is hereby irrevocably vested in ODC as fully and entirely as the same would have been held and enjoyed by OPI if this assignment and sale had not been made including the right to make application for protection in all countries abroad and hereby assents to the making of any such application. OPI further covenants that OPI will at all times communicate to ODC, its successors, assigns or legal representatives, all facts relating to said TRADEMARK RIGHTS or the history thereof, known to OPI and testify as the same in interferences or other litigation, when requested to do so.

**OPI** hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue the TRADEMARK RIGHTS to ODC in accordance with the terms of this instrument.

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TESTIMONY WHEREOF I have

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ORGANO PAYMENTS, INC.
Paul Caldwell
Paul Caldwell Chairman
this Assignment from ORGANO PAYMENTS,
ORIGINAL DIGITAL CORPORATION
Paul Caldwell
Paul Caldwell Chairman

TRADEMARK
REEL: 007685 FRAME: 0561

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Apr 8, 2022

# SCHEDULE "A" TRADEMARKS

#### **United States**

Mark	Application No.	Filing Date	Registration No.	Registration Date
DIGITAL SELF	97/154,418	December 3, 2021		
FINTESA	97/179,046	December 17, 2021		
FINTESA	90/104,465	August 10, 2020		
OGPAY (stylized)	90/490,143	January 26, 2021	6,663,275	March 8, 2022
OGPay	90/099,778	August 7, 2020	6,332,567	April 27, 2021

### International Registration/Madrid Protocol

Mark	Application No.	Filing Date	Registration No.	Registration Date
OGPay		September 1, 2021	1639956	September 1, 2021

# Tmk Assignment - Organo Payment to ODC

Final Audit Report 2022-04-08

Created: 2022-04-08

By: Theresa Evenbly (theresa@evenbly.us)

Status: Signed

Transaction ID: CBJCHBCAABAAswOCijwACQQ3w\_nG2gUY4Ou7jJqrUAIG

## "Tmk Assignment - Organo Payment to ODC" History

- Document created by Theresa Evenbly (theresa@evenbly.us) 2022-04-08 4:41:15 PM GMT- IP address: 206.81.242.2
- Document emailed to Paul Caldwell (paul@caldwelloffice.com) for signature 2022-04-08 4:43:57 PM GMT
- Email viewed by Paul Caldwell (paul@caldwelloffice.com) 2022-04-08 4:57:07 PM GMT- IP address: 66.249.80.3
- Document e-signed by Paul Caldwell (paul@caldwelloffice.com)

  Signature Date: 2022-04-08 4:57:30 PM GMT Time Source: server- IP address: 206.81.242.2
- Agreement completed. 2022-04-08 4:57:30 PM GMT

Adobe Acrobat Sign

RECORDED: 04/08/2022