

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SportsPay Partners LLC		08/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Snap! Fintech Services, Inc.		
Street Address:	8300 7th Ave S.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87211679	GROUNDWORK	
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:	2062248042		
Email:	trademarks@karrtuttle.com		
Correspondent Name:	Kyle Straughan		
Address Line 1:	701 Fifth Avenue Suite 3300		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Heather Fox		
SIGNATURE:	/Heather Fox/		
DATE SIGNED:	04/28/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made end entered into on August 20, 2021, by and between SportsPay Partners LLC d/b/a Groundwork, a Delaware limited liability company (“*Assignor*”) and Snap! FinTech Services, Inc., a Delaware corporation (“*Assignee*”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the “*Asset Purchase Agreement*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, (i) the trademark and trade names on **Schedule A** attached hereto (the “*Trademarks*”), (ii) the copyrights on **Schedule B** attached hereto (the “*Copyrights*”), (iii) the patents on **Schedule C** attached hereto (the “*Patents*”), (iv) the domain names on **Schedule D** attached hereto (the “*Domain Names*”), and (v) the non-exclusive licenses on **Schedule E** attached hereto (the “*Licenses*”, and together with the Trademarks, the Copyrights, the Patents and the Domain Names, collectively, the “*Intellectual Property Assets*”).

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to all of Assignor’s Trademarks, Copyrights, Patents, Domain Names, Licenses and other Owned Intellectual Property or Owned Technology, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, including all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, and the registrations and applications therefor, including (i) any patents that may be granted pursuant to any applications listed on **Schedule C**, as well as all patents that may derive priority from or have equivalent claims to or be based on the Patents in any country in the world, and (ii) all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) Assignor hereby (i) assigns, transfers and delivers to Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions,

and the registrations and applications therefor, including all rights of action (including rights to damages and profits, due or accrued), arising prior to, on or after the date of this Agreement, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and (ii) waives all moral rights held or to be held in any Copyrights subsisting in the Business by virtue of any applicable law.

(d) Assignor hereby assigns to Assignee all right, title and interest in and to the Domain Names.

(e) Assignor hereby assigns to Assignee all right, title and interest in and to the Licenses.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Owned Intellectual Property and Owned Technology, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Owned Intellectual Property and Owned Technology hereunder and, if requested by Assignee, to assure that the transfer of the Owned Intellectual Property and Owned Technology is recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Delivery of Tangible Items. Assignor shall arrange for prompt delivery to Assignee of prosecution files, documents and other tangible embodiments of the Owned Intellectual Property and Owned Technology, if any, which are in possession or control of Assignor.

4. Maintenance. Assignor shall instruct its attorney and agents who maintain and prosecute the Owned Intellectual Property and Owned Technology to take, all necessary actions required by the appropriate administrative agency or registry until Assignee takes full control over the prosecution and maintenance of the Owned Intellectual Property and Owned Technology.

5. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Washington without giving effect to any choice or conflict of Law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Washington.

(b) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns, including, for the avoidance of doubt, any successor-in-interest to Assignor in accordance with any Change of Control of Assignor. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by either party hereto. Anything in this Agreement to the contrary notwithstanding, Assignee shall have

the right (without the prior written consent of Assignor), at any time, and in its sole discretion, to assign (i) for security interest purposes any or all of its rights under this Agreement to any lender providing financing to Assignee, any of its permitted assigns, or any Affiliates of Assignee or Assignee's permitted assigns, (ii) to one or more of its Affiliates, and (iii) in whole or in part, to any indirect or direct subsequent buyer of Assignee or any material portion of its assets (whether such sale is structured as a sale of equity, a sale of assets, a merger or otherwise).

(c) This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, electronic signature or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

(d) Nothing in this Agreement is intended to or shall operate to create a partnership or joint ventures between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

(e) This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

(f) Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to any applicable law by any person who is not a party to it.

(g) This Agreement may not be amended, altered or modified except by a written instrument executed by Assignor and Assignee. No course of dealing between or among and Persons having any interest in this Agreement, or action taken by any such Person (including in any investigation by or on behalf of either party hereto), will be deemed effective to modify, amend or discharge any part of this Agreement or any obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(h) Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNOR:

SPORTSPAY PARTNERS LLC

DocuSigned by:

By: _____
Name: **William Lennon**
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNEE:

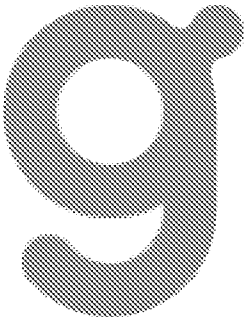
SNAP! FINTECH SERVICES, INC.

DocuSigned by:
By: Peter Wiederspan
829DD70597034BA...
Name: Peter Wiederspan
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

**SCHEDULE A
TRADEMARKS**

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
Ground.work	87211679	Oct. 21, 2016	SportsPay Partners LLC	Live

				
ground.work				

**SCHEDULE B
COPYRIGHTS**

None.

**SCHEDULE C
PATENTS**

None.

**SCHEDULE D
DOMAIN NAMES**

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
Sportspayhq.com	William Lennon	Hover	12/3/21
Sportpayhq.com	William Lennon	Hover	12/3/21
Teamground.work	William Lennon	Hover	9/8/21
Getgroundwork.com	William Lennon	Hover	2/20/22
Groundworkapp.com	William Lennon	Hover	2/20/22
Groundworkbank.com	William Lennon	Hover	11/7/21
Ground.work	William Lennon	GoDaddy	2/15/22

**SCHEDULE E
LICENSES**

None.