OP \$40.00 86049511

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM312263

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
8080 VENTURES, LLC		07/28/2014	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	PAYIT, LLC	
Street Address:	Address: 8080 NORTHWEST ELIZABETH ANN CT.	
City:	PARKVILLE	
State/Country:	MISSOURI	
Postal Code:	64152	
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86049511	PAYIT

CORRESPONDENCE DATA

Fax Number: 8169600041

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: (816) 960-0090

Email: trademarks@kutakrock.com

Correspondent Name: KUTAK ROCK LLP

Address Line 1: 1010 GRAND BOULEVARD, SUITE 500

Address Line 2: BRYAN P. STANLEY

Address Line 4: KANSAS CITY, MISSOURI 64106

NAME OF SUBMITTER:	Bryan P. Stanley
SIGNATURE:	/Bryan P. Stanley/
DATE SIGNED:	07/29/2014

Total Attachments: 3

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> TRADEMARK REEL: 005332 FRAME: 0294

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of ______, 2014, by 8080 Ventures LLC, a Missouri limited liability company, (herein, "Assignee") and payit, LLC, a Missouri limited liability company (herein, "Assignor").

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks (the "Marks", as set forth on Exhibit A);

WHEREAS, Assignor is the sole and exclusive owner of the Marks;

WHEREAS, Assignor desires to assign all its right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of all of Assignor's right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

- 1. The Marks. The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the "Marks") are as identified on Exhibit A (attached hereto and made a part hereof).
- **2. Assignment**. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world.
- 3. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.

4834-6375-7852.1

- **4. Additional Rights**. In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.
- 5. Communications. Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR

8080 Ventures LLC

Name:

John Thomson

Title:

President

ASSIGNEE payit, LLC

By:___ Name:

John Thomson

Title:

President

Marks

The Marks being assigned are as identified below:

MARK	SERIAL/REGISTRATION NO.	REGISTRATION DATE
PAYIT	86/049,511	

RECORDED: 07/29/2014