

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axia Payments, Inc.		04/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Axia Technologies, LLC		
Street Address:	820 State Street		
Internal Address:	3rd Floor		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4792120	AXIAMED	
Registration Number:	4778901	CORRAL	
Registration Number:	4825978	PAYMENT FUSION	
Registration Number:	4843149	PAYMENT INTEGRATION AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	024762.63167		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	04/04/2017		

OP \$115.00 4792120

Total Attachments: 3

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “Agreement”) is made and entered into as of April 19, 2016, by and among **AXIA TECHNOLOGIES, LLC**, a Delaware limited liability company (“Axia Tech”) and **AXIA HOLDINGS, INC.**, a Delaware corporation (“Holdings”), and its qualified subchapter S subsidiaries, **AXIA PAYMENTS, INC.**, a Delaware corporation (“Payments”), **CORRAL SOLUTIONS, INC.**, a Delaware corporation (“Solutions”), and **PAYMENT FUSION, INC.**, a Delaware corporation (“Fusion” and collectively with Holdings, Payments and Solutions, the “Axia Legacy Entities”).

RECITALS

A. The Axia Legacy Entities are engaged in the business of marketing, distributing and selling credit card, debit card, prepaid card, check acceptance, gift and loyalty card processing and other electronic payment processing services and products, generally and in the healthcare industry through the use of the Assets (as defined below) (the “Business”).

B. Axia Tech has been formed and organized under the laws of the State of Delaware and the terms of the Limited Liability Company Agreement of Axia Tech of even date herewith (as modified from time to time, the “LLC Agreement”) for the purposes of acquiring the Assets and the ownership of the Business. Initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LLC Agreement.

C. This Agreement is being entered into, and is intended by the parties, to qualify for non-recognition treatment under Section 721 of the Internal Revenue Code of 1986, as amended (“Code”).

AGREEMENT

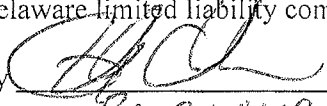
NOW, THEREFORE, the parties hereto, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. Contribution of Assets. Subject to the terms and conditions of this Agreement, each Axia Legacy Entity hereby contributes, conveys, transfers, assigns and delivers to Axia Tech all of its right, title and interest in and to all of the assets described on Exhibit A attached hereto (the “Assets”) that such entity owns; Axia Tech hereby accepts the contribution of the Assets from the Axia Legacy Entities.
2. Assumed Obligations. Axia Tech hereby assumes all responsibility for the obligations and liabilities set forth on Exhibit B. Axia Tech will not assume any other liabilities of any kind or nature.
3. Consideration for the Assets/Membership Interest. In exchange for the Assets and subject to the terms and conditions of this Agreement and the LLC Agreement, Axia Tech hereby issues to

IN WITNESS WHEREOF, each of the parties hereto caused this Agreement to be executed by its duly authorized officer, as of the day and year first above written.

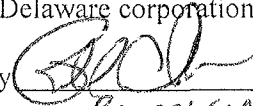
“AXIA TECH”

AXIA TECHNOLOGIES, LLC, a Delaware limited liability company

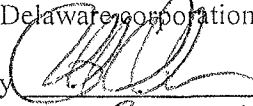
By 
Name: RANDALL CLARK
Title: CEO OF AXIA HOLDINGS, INC., MANAGER

“AXIA LEGACY ENTITIES”


AXIA HOLDINGS, INC., a Delaware corporation

By 
Name: RANDALL CLARK
Title: CEO

AXIA PAYMENTS, INC., a Delaware corporation

By 
Name: RANDALL CLARK
Title: CEO

CORRAL SOLUTIONS, INC., a Delaware corporation

By 
Name: RANDALL CLARK
Title: CEO

PAYMENT FUSION, INC., a Delaware corporation


By 
Name: RANDALL CLARK
Title: CEO

EXHIBIT A

Schedule of Assets

1. [REDACTED]

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.
- l.
- m.
- n.
- o.
- p.
- q.
- r.
- s.
- t.
- u.
- v.
- w.

[REDACTED]

2. IP Related Assets

a. All intellectual property rights, code, books and records, contracts and all other assets and liabilities related to:

- i.
- ii.
- iii.

[REDACTED]

iv. Trademarks, trademark applications and related intellectual property rights related to "AxiaMed", "Payment Fusion", "Corral" and "Payment Integration as a Service"

b. [REDACTED]

[REDACTED]

3. [REDACTED]

- a.
- b.

[REDACTED]