

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maximus, Inc.		04/27/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q2 Administrators, LLC		
<b>Street Address:</b>	300 Arbor Lake Drive		
<b>Internal Address:</b>	Fontaine I		
<b>City:</b>	Columbia		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29223		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3317930	Q2 ADMINISTRATORS	
<b>Registration Number:</b>	3236075	Q2A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124724743		
<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>			
<b>Phone:</b>	5129546522		
<b>Email:</b>	nora.mata@hklaw.com		
<b>Correspondent Name:</b>	Nora Mata		
<b>Address Line 1:</b>	111 Congress Ave., Suite 540		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Nora Mata		
<b>SIGNATURE:</b>	/Nora Mata/		
<b>DATE SIGNED:</b>	04/27/2020		
<b>Total Attachments: 4</b>			
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OP \$65.00 3317930

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Agreement**”) is entered into as of April 27, 2020 (the “**Effective Date**”), by and among MAXIMUS, Inc., a Virginia corporation (the “**Assignor**”), and Q2 Administrators, LLC, a South Carolina limited liability company (the “**Assignee**”).

### WITNESSETH:

**WHEREAS**, the Assignor owns all right, title and interest in and to the trademarks and service marks listed on Schedule A hereto, (hereinafter, the “**Marks**”) and United States Patent and Trademark Office applications and registrations pertaining thereto (hereinafter, the “**Registrations**”); and

**WHEREAS**, the Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks and the Registrations, and the goodwill associated with the business symbolized by the Marks.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns, conveys, and transfers exclusively to Assignee, without reservation, all of Assignor’s right, title and interest in and to the Marks and the Registrations, including (i) all statutory and common law rights in and to the Marks; (ii) all goodwill associated with the business symbolized by the Marks; (iii) all existing applications and registrations for the Marks as identified Schedule A and all extensions and renewals thereof; (iv) the right to all income, royalties, damages and other payments that are due on the Effective Date or thereafter become due or payable with respect to any of the Marks; and all other rights in and to the Marks that are or may be secured under the laws of the United States (federal or state) or any foreign country, now or hereafter in effect; all of such right, title and interest to be held and enjoyed by Assignee, its successors, assigns and other legal representatives to the same extent as they would have been held and enjoyed by Assignor had the above assignment not been made.

2. Infringements. Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue, make claims and recover damages for past, present and future infringements, and all rights corresponding thereto for the Marks and the Registrations.

3. Recordation and Further Assurances. Assignee shall be entitled to record this Agreement with the United States Patent and Trademark Office to effect the transfer of ownership of the Marks and Registrations from Assignor to Assignee as provided herein. The Assignor further covenants and agrees that it shall execute such other and further instruments and documents as the Assignee may reasonably request to carry into effect or to evidence further the transfer of the Marks and the Registrations to the Assignee. The Assignee further covenants and agrees that it shall execute such other and further instruments and documents as the Assignor may reasonably request to carry into effect or to evidence further the assumption of the Marks and Registrations by the Assignee.

4. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the Commonwealth of Virginia, without giving effect to the conflicts of law rules thereof. Each of Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia and the United States District Court for the Eastern District of Virginia in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such

document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any of such document may not be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such actions or proceedings shall be heard and determined in such a court. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.

5. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto shall have the same force and effect as any other delivery of a manually signed counterpart of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

7. Validity. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

8. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party. The amendment and supplement duly executed by each party shall be part of this Agreement and shall have the same legal effect as this Agreement.

*(Signature Page Follows)*

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto as of the date first above written.

ASSIGNEE:

Q2 ADMINISTRATORS, LLC

By: 

Name: Thomas Naughton

Title: President

ASSIGNOR:

MAXIMUS, INC.

By: 

Name: David Francis

Title: General Counsel

**SCHEDULE A**

**Trademarks and Service Marks**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>US Registration No.</b>	<b>Jurisdiction</b>
Q2 ADMINISTRATORS	78/911,004	23 Oct 2007	3,317,930	U.S.
Q2A	78/712,733	1 May 2007	3,236,075	U.S.

[Schedule A to the Trademark Assignment]