

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Check Cashing, Inc.		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Valsoft Corporation Inc.		
Street Address:	7405 TransCanada		
Internal Address:	Suite 100		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H4T 1Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3990494	ALLTRUST	
Registration Number:	4554249	PAYCHECK SECURE	
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:	617-556-3823		
Email:	avontaube@richmaylaw.com		
Correspondent Name:	Arvid von Taube		
Address Line 1:	Rich May, P.C.		
Address Line 2:	176 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Arvid von Taube		
SIGNATURE:	/Arvid von Taube/		
DATE SIGNED:	07/02/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”), dated as of June 30, 2020, is made by Phoenix Check Cashing, Inc., a Delaware corporation, located at 580 Herndon Parkway, Suite 100, Herndon, VA 20170 (“Assignor”), in favor of Valsoft Corporation Inc., a Quebec corporation, located at 7405 TransCanada, Suite 100 Montreal, Quebec H4T 1Z2 Canada (“Assignee”).

WHEREAS, the parties have agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

PHOENIX CHECK CASHING, INC.

By:  _____

Name: Karl Lewis

Title: President and Chief Executive Officer

ASSIGNEE:

VALSOFT CORPORATION INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

PHOENIX CHECK CASHING, INC.

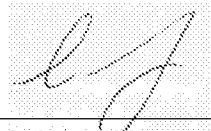
By: _____

Name: Karl Lewis

Title: President and Chief Executive Officer

ASSIGNEE:

VALSOFT CORPORATION INC.



By: _____

Name: Ouissam Youssef

Title: President

Schedule A

Assigned Trademarks

MARK	REGISTRATION NUMBER	APPLICATION NUMBER	JURISDICTION	OWNER
ALLTRUST	3990494		U.S.	Phoenix Check Cashing, Inc.
PAYCHECK SECURE	4554249		U.S.	Phoenix Check Cashing, Inc.