10-12-1999 FORM FTO-1594 (Modified) RECORDATIO Docket No.: (Rev 6-93) OMB No. 0651-0011 (exp.4/94) TRADFMAS 14353.1 Copyright 1994-97 LegalStar TM05/REV03 101167998 CARROLINA ANI ANI BARONI NIN ANI ANI ANI ▼ Tab settings → → se record the attached original documents or copy thereof. To the Honorable Commissioner 10-04-1999 Name and address of receiving party(ies): 1. Name of conveying party(ies): U.S. Patent & TMOfc/TM Mail Rcpt Dt. #31 GE Capital Financial Inc. Name: General Electric Company Internal Address: Street Address: 3135 Easton Turnpike Association ☐ Individual(s) ☐ Limited Partnership General Partnership City: Fairfield State: CT ZIP: 06431 Individual(s) citizenship Other ____ Association Additional names(s) of conveying party(ies) ☐ Yes 🛛 No ☐ General Partnership ______ Nature of conveyance: ☐ Limited Partnership _____ ★ Assignment ☐ Merger ☐ Change of Name ☐ Other ☐ Security Agreement ☐ Other _____ If assignee is not domiciled in the United States, a domestic designation is ☐ Yes Execution Date: August 23, 1999 (Designations must be a separate document from ☐ Yes Additional name(s) & address(es) Application number(s) or registration numbers(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 75/323,055 Additional numbers Yes X No 6. Total number of applications and 5. Name and address of party to whom correspondence 1 registrations involved:..... concerning document should be mailed: Name: Kevin K. Johanson 7. Total fee (37 CFR 3.41):....\$ \$40.00 Internal Address: WORKMAN, NYDEGGER & SEELEY ☐ Enclosed Authorized to be charged to deposit account 8. Deposit account number: Street Address: 60 East South Temple 1000 Eagle Gate Tower 23-3178 City: Salt Lake City State: UT ZIP: 84111 DO NOT USE THIS SPACE 10/06/1999 IMBUYEN 00000274 75323055 40.00 DP 01 FC:481 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Kevin 🕻 Johanson Name of Person Signing Total number of pages including cover sheet, attachments, and

> TRADEMARK REEL: 001972 FRAME: 0208

WORKMAN, NYDEGGER & SEELEY 1000 Eagle Gate Tower 60 East South Temple Salt Lake City, Utah 84111

ASSIGNMENT

WHEREAS, GE CAPITAL FINANCIAL INC., a corporation of the State of Utah, having a principal place of business at 4246 South Riverboat Road, Salt Lake City, Utah 84123, (hereinafter referred to as "Assignors") are the owners of the entire right, title, and interest in and to the following service mark including all rights in and to such service mark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

- (1) WHEREAS, the following service mark application for federal registration has been filed in the United States Patent and Trademark Office:
- (2) Service mark application Serial No. 75/323,055, filed July 11, 1997 for the service mark "GE CAPITAL GAINS";

WHEREAS, GENERAL ELECTRIC COMPANY of 3135 Easton Turnpike, Fairfield, CT 06431, (hereinafter referred to as "Assignees"), desire to secure the entire right, title, and interest in and to said service mark, including all rights in and to such service mark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid service mark, the aforesaid application for federal service mark registration, any federal service mark registration which may issue thereon, any and all other common law service marks owned by Assignors, any and all service mark registrations that may be granted therefor, any and all continuations, renewals and extensions of the aforesaid service mark registration, and any and all goodwill of the business or businesses associated with any of the

TRADEMARK | REEL: 001972 FRAME: 0209 aforesaid service marks or service mark registrations within the United States of America and

its territorial possessions and within all countries foreign to the United States, (hereinafter

collectively referred to as "TRADEMARKS AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by

Assignees to Assignors and other good and valuable considerations, the receipt and sufficiency

of which is hereby acknowledged by said Assignors, Assignors have sold, assigned and

transferred and by these presents does hereby sell, assign and transfer unto Assignees the entire

right, title, and interest in and to said TRADEMARK AND GOODWILL within the United

States of America and its territorial possessions and within all countries foreign to the United

States, all said rights to be held and enjoyed by Assignees for their own use and enjoyment and

for the use and enjoyment of their successors and assigns to the full end of the term or terms

for which said service mark registration may be granted as fully and entirely as the same would

have been held and enjoyed by said Assignors if this assignment, transfer and sale had not

been made.

The aforesaid Assignors hereby authorize and request the United States Commissioner

of Patents and Trademarks and all authorized officials of foreign patent and trademark offices

to issue the said service mark registration, when granted, to Assignees, as the Assignees of the

entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignees.

their successors and assigns.

The aforesaid Assignors hereby agree to sign all lawful papers and to perform all other

lawful acts which Assignees may request of Assignors to make this Assignment fully effective.

including, by way of example but not of limitation, the following:

2

TRADEMARK REEL: 001972 FRAME: 0210

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Prompt execution of all United States and foreign service mark applications, and all lawful documents requested by Assignees to further the prosecution of any such service mark applications.

Cooperation to the best of said Assignors' ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceedings involving said service marks.

In Testimony Whereof, the undersigned hereby execute this Assignment on behalf of themselves individually and on behalf of GE CAPITAL FINANCIAL INC.

X	
NAME / Title / PRESIDENT GECF	-

STATE OF <u>Ufah</u>) : ss. COUNTY OF <u>Salt Cake</u>)

On August 23 1999, before me personally appeared Jeffery R, Dy c known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that _______HE/SHE has read the same and knows the contents thereof and that the same is true of _____HIS/HER own knowledge excepting as to matters therein alleged upon information and belief and as to those matters _____ HE/SHE believes them to be true, and that _____ HE/SHE executed the same as ______HIS/HER free act and deed and for the purposes set forth therein.

My Commission Expires:

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RECORDED: 10/04/1999

NOTARY PUBLIC

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