0a	aForm PTO-1594 -92		EET U.S. DEPARTMENT OF COMM Patent and Trademark	
	To the Honorable Cc 10230288	13	ne attached original documents or copy thereof.	
1.	Name of conveying party(ies):	ر 1 2	Name and address of receiving party(ies):	
	Classes Communities	.	New Flore C	
	Clareon Corporation 25 Pearl Street 12-2-02		Name: FleetBoston Financial Corporation	
	Portland, ME 04101 / 2 2 2 2 2		Internal Address:	
	€ Individual(s) ☐ Association		Street Address: 100 Federal Street	
	☐ General Partnership ☐ Limited Partnership		City: Boston State: MA Zip: 02110	
	X Corporation - Delaware			
	f Other: Additional name(s) of conveying party(ies)		☐ Individual(s) citizenship	
	attached? Yes X No		Association General Partnership	
			Limited Partnership	
3.	Nature of conveyance:		X Corporation – Rhode Island	
	X Assignment		Other	
	☐ Security Agreement ☐ Change of Name		If assignee is not domiciled in the United States, a domestic	
	(i) Other		representative designation is attached:	
	Execution Date: November 15, 2002		Additional name(s) & address(es) attached? :   Yes X	
4.	Application number(s) or registration numbers(s):			
	Trademark Application No.		B. Trademark Registration Nos. 2,605,501; 2,608,020; 2,605,6	
	Additional nun	hers att	lched? □Yes X No	
	, , , , , , , , , , , , , , , , , , , ,			
5.	Name and address of party to whom correspondence concerning document should be mailed:	6	Total number of applications and registrations involved:	
	document should be maned.		registrations involved.	
-	Name: Amy B. Spagnole, Esq.	İ	magarity and the second	
	Internal Address: Hinckley, Allen and Snyder LLP	1 7.	Total fee (37 CFR 3.41) \$90	
	internal Address. Timekiey, Ameri and Snyder EEI	' '	Total rec (57 GTR 5.41)	
			X Enclosed	
	Street Address: 28 State Street		☐ Authorized to be charged to deposit account	
			- Control of the Cont	
	City: Boston State: MA Zip: 02109	8.	Deposit account number:	
			(Attach duplicate copy of this page if paying by deposit account)	
	DO NO	USE T	HIS SPACE	
9.	Statement and signature.	Λ		
l	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.			
ł	aocument.	` \		
	Amy B. Spagnole, Esq	XIG Y	We 11/20/02	
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		x Assigı ngton, I	nments O.C. 20231	
	lic burden reporting for this sample cover sheet is estimated to ave	age abo	ut 30 minutes per document to be recorded, including time for review	
			e sample cover sheet. Send comments regarding this burden estimate	
	J.S. Patent and Trademark Office, Office of Information Systems, get, Paperwork Reduction Project (0651-0011), Washington, D.C.		00C, Washington, D.C. 20231, and to the Office of Management an	
Dud	get, rapel work reduction Project (0031-0011), washington, D.C.	4UJUJ.		

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## **ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT is made as of the 15th day of November, 2002, between Clareon Corporation, a corporation of Delaware, U.S.A. having a principal place of business at 25 Pearl Street, Portland, ME 04101, U.S.A. (the "Assignor") and FleetBoston Financial Corporation, a corporation of Rhode Island, U.S.A. having a principal place of business at 100 Federal Street, Boston, MA 02110, U.S.A. (the "Assignee").

**WHEREAS**, the Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks").

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks and any and all United States Patent and Trademark Office registrations therefor as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which registration of the Trademarks may be granted or renewed, to the same extent as the Assignor would hold and enjoy if this Agreement and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Trademarks in all countries.

The Assignor also hereby grants the law firm of Edwards & Angell, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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TRADEMARK
REEL: 002628 FRAME: 0831

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

	ASSIGNOR Clareon Corporation  By:   Rame: Brian A. Cobb  Title: Tragsviner				
STATE OF MAINE COUNTY OF CUMBERLAND	) ) ss: )				
The foregoing instrument was acknowledge before me in the City of Portland, this day of November, 2002, by Brian A. Cobb Treason of Clareon Corporation, a Delaware Corporation, on behalf of the corporation.					
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.					
	Judine Ciane Notary Public				
Notary P	E CRANE ublic, Maine spires August 23, 2007				

## **SCHEDULE A**

## MARK STATUS/APPLICATION NO.

Clareon (wordmark) Registered/2605501
Clareon Registered/2608020
Paymode Registered/2605655

The following Paymode logo:



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**RECORDED: 12/02/2002**