

11-10-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

11-8-04

1. Name of conveying party(ies):

Michael Stinson

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: PayDay One XL, LLC

Internal

Address: _____

Street Address: 707 W. Vickery Blvd. Suite 102

City: Fort Worth State: TX Zip: 76104

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 25, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,821,354

2,674,459

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Darren Collins

Internal Address: _____

Street Address: 2001 Ross Ave., Suite 3000

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren Collins

Name of Person Signing

Signature

October 31 2004

Date

5

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Total number of pages including cover sheet, attachments, and document:

01 FC:8521
02 FC:8522

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003075 FRAME: 0443

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of this 25th day of October, 2004, by Michael Stinson ("Assignor"), in favor of PayDay One XL, LLC. ("Assignee").

WHEREAS, Assignor is the owner of the trademarks "PAYDAY ONE," which is registered with the United States Patent and Trademark Office (Registration No. 2,821,354) and "PAYDAY ONE," which is registered with the United States Patent and Trademark Office (Registration No. 2,674,459) (the "Marks"); and


WHEREAS, Assignee has used the marks pursuant to license from Assignor and is desirous of acquiring the Marks;

NOW, THEREFORE, for Ten Dollars (\$10.00) and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the goodwill of Assignor's business connected with the use of and symbolized by the Marks, and any and all registrations thereof and applications for registration and all renewals thereof, and all common law rights in and associated with the Marks in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks.

Assignor hereby authorizes and requests the United States Commissioner of Patents & Trademarks and other corresponding officials of other jurisdictions, as appropriate, to record this assignment and to record Assignee as the owner of the Marks. Assignee's street and mailing address is 707 W. Vickery Boulevard, Suite 102, Fort Worth, Texas 76104. Assignor covenants that it has full right to make this assignment, and agrees that it will do everything possible to aid Assignee, its successors and assigns to defend and enforce the Marks. Assignor further warrants and represents that Assignor has full and unencumbered legal and equitable title to the Marks and will provide Assignee with instruments, papers and evidence to support any of the foregoing to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has caused the presents to be duly executed as of the date first written above.

ASSIGNOR:

By: 

Michael Stinson

Exhibit of Registration and Applications

Applications

Registrations

2,674,459

2,821,354