

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Student Assistance Foundation of Montana		01/21/2011	CORPORATION: MONTANA
RECEIVING PARTY DATA			
Name:	Consumers Cooperative Credit Union		
Street Address:	2750 Washington Street		
City:	Waukegan		
State/Country:	ILLINOIS		
Postal Code:	60085		
Entity Type:	credit union: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2946004	STUDENTS' CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(312)214-7715		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 214-7770		
Email:	suri@ryndaksuri.com		
Correspondent Name:	Mark K. Suri		
Address Line 1:	200 West Madison Street		
Address Line 2:	Suite 2100		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	40029-10068		
NAME OF SUBMITTER:	Mark K. Suri		
Signature:	/Mark K. Suri/		

CH \$40.00 2946004

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TRADEMARK
REEL: 004509 FRAME: 0049

Date:

03/29/2011

Total Attachments: 2

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Trademark Assignment

This Trademark Assignment Agreement ("Assignment") is entered into as of the 21st day of January, 2011 between Student Assistance Foundation of Montana, a Montana corporation with a principal business address of 2500 E. Broadway Street, Helena, MT 59601 ("Assignor") and Consumers Cooperative Credit Union, an Illinois credit union with a principal business address of 2750 Washington Street, Waukegan, IL 60085 ("Assignee").

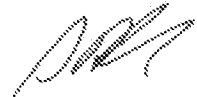
WHEREAS, the Assignor is the owner of the trademark STUDENT'S CHOICE and U.S. Registration No. 2,946,004 for the mark STUDENT'S CHOICE (collectively, the "Trademark") and the goodwill associated therewith (the "Goodwill").

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right, title and interest in and to the Trademark along with the Goodwill.

WHEREAS, in consideration for the payment of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the receipt of which is acknowledged, including the mutual promises, covenants and Agreements made below, the parties, intending to be legally bound, agree as follows:

1. Assignment

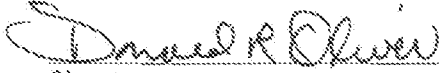
- 1.0 The Assignor hereby assigns its all of its right, title and interest in and to the Trademark, its Goodwill, all related income and royalties and any money due, if any, or that becomes due relating to an infringement or misappropriation of the Trademark, as well as the right to sue for all future and past infringements and misappropriations.
- 1.1 The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title and interest in and to the Trademark together with (1) the Goodwill; (2) all income, royalties and damages that become due or payable to the Assignor with respect to the Trademark, including damages and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
- 1.2 Nothing in this Assignment shall be construed to vest in the Assignee any right, title or interest in any trademark or registration other than the trademark STUDENT'S CHOICE and Registration No. 2,946,004.
- 1.3 No share, interest, assignment or other right to the Trademark has been transferred, assigned or granted to any other party.



- 1.4 Assignee acknowledges that (a) this Assignment is a quit claim assignment and that Assignee takes the Assignment as-is, (b) Assignor disclaims any representation or warranty (express or implied) as to this Assignment, and (c) prior to the date of this Assignment, there may have been third party uses of the trademark STUDENT'S CHOICE, and Assignor did not take any investigation or other action in response thereto. Assignee agrees to indemnify and hold harmless Assignor from any consequences Assignee may suffer as a result of Assignor not taking such investigation or other action.
- 1.5 The Assignor further covenants that it will execute all documents, papers, forms and other authorizations and take all other actions that may be reasonably necessary for securing, completing or vesting in the Assignee full right, title and interest in the Trademark, at Assignee's sole expense.
- 1.6 This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the parties to this Assignment.
- 1.7 The Assignment may be executed simultaneously in any number of counterparts, including facsimile and electronic copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and a signature of any party to any counterpart shall be deemed to be the signature to any and may be appended to any other counterpart.

IN WITNESS WHEREOF, the Trademark Assignment Agreement has been duly executed by duly authorized representatives of the Parties.

Assignor: STUDENT ASSISTANCE
FOUNDATION OF MONTANA

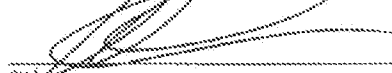

Signature

Donald R. Oliver
Printed Name

Vice President
Title

1-21-11
Date

Assignee: CONSUMERS
COOPERATIVE CREDIT UNION


Signature

Sean M. Rathjen
Printed Name

President/CEO
Title

01/21/2011
Date