

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
Meta Financial Group, Inc.		05/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MetaBank		
Doing Business As:	DBA Meta Payment Systems		
Street Address:	5501 Broadband Lane		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57108		
Entity Type:	federally chartered thrift: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3024758	META PAYMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(605)339-3357		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6053363890		
Email:	Troy.Leonard@woodsfuller.com		
Correspondent Name:	Troy Leonard		
Address Line 1:	300 S. Phillips Ave., Suite 300		
Address Line 4:	Sioux Falls, SOUTH DAKOTA 57104		
ATTORNEY DOCKET NUMBER:	37219		
NAME OF SUBMITTER:	Troy Leonard		
Signature:	/troy leonard/		
Date:	05/24/2011		
Total Attachments: 2 source=00902326#page1.tif source=00902326#page2.tif			

OP \$40.00 3024758

TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 24 day of May, 2011, by **Meta Financial Group, Inc.** ("Assignor" herein), a corporation organized under the laws of the state of Delaware, located at 121 E. Fifth Street, Storm Lake, Iowa 50588, to **MetaBank d/b/a Meta Payment Systems** ("Assignee" herein), a federally chartered thrift, having its principal place of business at 5501 Broadband Lane, Sioux Falls, South Dakota 57108.

WITNESSETH:

WHEREAS Assignor adopted, used, and was using until assignment the following mark which has been registered by the United States Patent & Trademark Office:

META PAYMENT SYSTEMS
Registered December 6, 2005
Registration No. 3024758

The above mark and registration are hereinafter referred to as the "Subject Mark"; and

WHEREAS Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Subject Mark along with all goodwill connected with and symbolized by said Subject Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Subject Mark together with all goodwill of the business symbolized thereby or connected therewith. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the assignment. This transfer to Assignee includes, without limitation, all common law rights, interests and goodwill as may have been acquired by Assignor from the use of said Subject Mark.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

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IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

Meta Financial Group, Inc.

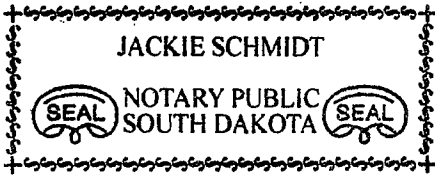
[Signature]
By Pres + CEO

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF LINCOLN)

On this 24th day of May, 2011, before me personally appeared the above-named TYLER HARR, known by me to be the person described herein and who has authority to execute the foregoing instrument, and he acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

(SEAL)

[Signature]
Notary Public-South Dakota
My Commission Expires: _____



**My Commission Expires
09-15-2015**

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