

## 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
AUTOMATED INSTALLMENT SYSTEMS, INC.		05/31/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BANKDIRECT CAPITAL FINANCE, LLC		
Street Address:	150 N. Field Drive, Suite 190		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3231494	EPITOME	
Registration Number:	3482433	OWN YOUR OWN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F144967		
NAME OF SUBMITTER:	Lisa Crain		

OP \$65.00 3231494

Signature:	/Lisa Crain/
Date:	06/03/2013
<b>Total Attachments: 7</b> source=Trademark Assignment Agreement and Recordation Cover Sheet#page2.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page3.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page4.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page5.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page6.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page7.tif source=Trademark Assignment Agreement and Recordation Cover Sheet#page8.tif	

TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of May 31, 2013, by and between **AUTOMATED INSTALLMENT SYSTEMS, INC.**, a Missouri corporation ("Assignor"), and **BANKDIRECT CAPITAL FINANCE, LLC**, a Delaware limited liability company (together with its successors and assigns, "Assignee").

RECITALS

**WHEREAS**, Assignor and Assignee have entered into that certain Purchase and Assumption Agreement, dated as of May 28, 2013, between Assignor, as Seller, and Assignee, as Buyer (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase substantially all of the assets of Assignor (capitalized terms used by not defined herein shall have the meanings specified in the Purchase Agreement);

**WHEREAS**, Assignor owns and controls all right, title and interest in and to certain trademarks (collectively, the "Trademarks") related to the business of servicing commercial insurance premium financing loans and related administrative and other services, including implementation of various web-based and other systems applications related thereto (collectively, the "Services"), including, without limitation, the Trademarks listed on Schedule 1, in each case whether registered or unregistered; and

**WHEREAS**, Assignor and Assignee desire to further evidence the sale, assignment and transfer by Assignor to Assignee, and the purchase and acceptance by Assignee from Assignor, of all such right, title and interest in and to the Trademarks and related assets as further provided below.

AGREEMENT

**NOW, THEREFORE**, for and in consideration of the payment of the Purchase Price and in consideration of the consummation of the transactions contemplated by the Purchase Agreement and to effectuate the agreements of Assignor and Assignee therein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1. Assignment of Trademarks. Assignor hereby irrevocably, absolutely and unconditionally sells, assigns, transfers, conveys, sets over and delivers unto Assignee, and Assignee hereby irrevocably, absolutely and unconditionally purchases and accepts from Assignor, free and clear of any Encumbrances, all of Assignor's rights, titles and interests in, to and under all of the following assets and properties, whether now existing or hereafter acquired (collectively, the "Trademark Assets"):

- (a) each of the Trademarks and all applications and registrations thereof throughout the world,
- (b) the goodwill of the business symbolized by and associated with the Trademarks,

(c) all rights, claims and privileges related to any of the Trademarks, including, without limitation, (i) the right to prosecute applications for registration of trademarks and maintain trademark registrations for the Trademarks and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Trademarks.

Section 2. No Conflicts. Assignor hereby represents and warrants to Assignee that (a) the Trademarks listed on Schedule 1 constitute all of the trademarks owned by Assignor, (b) Assignor is the sole direct legal and beneficial owner of all of the Trademark Assets and all of the Trademark Assets are free and clear of all Encumbrances, and (c) Assignor owns all rights with respect to the Trademark Assets and has the full power and authority, and the legal right, to sell, assign, transfer, convey and deliver all of the Trademark Assets to Assignee. This Agreement and the rights and obligations of the parties hereto are further governed by and subject to the terms and conditions of the Purchase Agreement, including all representations and warranties made by Assignor therein. Nothing contained in this Agreement shall be deemed to supersede, amend or modify any term or provision of, or any of the obligations, agreements, covenants, representations or warranties contained in, the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

Section 3. Further Assurances. Assignor covenants and agrees with Assignee that Assignor take such actions and execute and deliver such further bills of sale, assignments or other transfer documents as Assignee may reasonably request to evidence the transfer, registration and re-registration of the Trademark Assets to Assignee pursuant to this Agreement. Without limiting the generality of the foregoing, Assignor shall execute and deliver all bills of sale, instrument of conveyance, powers of attorney, assignments and other documents and take and do all such other actions and things as may be reasonably requested by Assignee from time to time in order to vest, perfect or confirm any and all right, title and interest of Assignee in and to the Trademark Assets or to otherwise more effectively carry out the purposes of this Agreement. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the Trademark Assets.

Section 4. No Challenge. Assignor shall not at any time affirmatively do, by act or omission, anything which would in any way adversely affect Assignee's rights, titles, and interests in, to and under the Trademark Assets, including, without limitation, but by way of example, Assignor agrees not to (i) challenge the validity of or oppose Assignee's ownership of the Trademark Assets, or (ii) contest Assignee's rights or interests under this Agreement.

Section 5. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to be effective (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours

of the recipient, or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5):

If to Assignor: Automated Installment Systems, Inc.  
319 Cookshire Lane  
Chesterfield, Missouri 63017  
Attention: Thomas M. Wood  
Diane M. Wood  
Telephone No.: (314) 422-9867  
(314) 288-6293

If to Assignee: BankDirect Capital Finance, LLC  
150 N. Field Drive, Suite 190  
Lake Forest, Illinois 60045  
Attention: Joseph G. Shockey  
Chief Executive Officer  
Telephone No.: (847) 295-4120  
Facsimile No.: (847) 226-4121

Section 6. Binding Effect. This Agreement shall be binding upon Assignor and its successors and assigns and shall be binding on and inure to the benefit of Assignee and its successors, representatives and assigns. Assignor shall warrant and defend the title to the Trademark Assets herein conveyed to Assignee and its successors and assigns, forever against every person or entity lawfully claiming any right, title or interest in, to or under any of the Trademark Assets.

Section 7. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity, other than Assignor and Assignee and their respective successors and assigns any rights or remedies hereunder and the terms of this Agreement shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

Section 8. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the parties hereto.

Section 9. Assignment. No party to this Agreement may assign any of its rights, interests or obligations hereunder to any other person or entity without the prior written consent of the other party hereto.

Section 10. **GOVERNING LAW**. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS.**


Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic mail or by facsimile transmission shall be effective as manual delivery of an executed counterpart to this Agreement.

Section 12. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of and on the date first above written.

**AUTOMATED INSTALLMENT SYSTEMS,  
INC.**

By:   
Name: Diane M. Woods  
Title: President

**BANKDIRECT CAPITAL FINANCE, LLC**

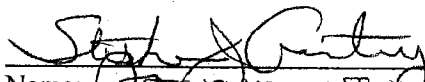
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of and on the date first above written.

**AUTOMATED INSTALLMENT SYSTEMS,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANKDIRECT CAPITAL FINANCE, LLC**

By:   
Name: STEPHEN J GENTRY  
Title: VP + CEO



**SCHEDULE 1**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Word Mark</u></b>
78725432	3231494	EPITOME
78922955	3482433	OWN YOUR OWN