

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTELISPEND PREPAID SOLUTIONS, LLC		11/12/2013	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	BLACKHAWK NETWORK, INC.
<b>Street Address:</b>	6220 Stoneridge Mall Road
<b>City:</b>	Pleasanton
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94588
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3489417	PERSONAL PURSUITS
Registration Number:	4398967	HOME SOLUTIONS
Registration Number:	4122338	INTELISPEND REWARD NAVIGATOR
Registration Number:	4122335	INTELISPEND PREPAID SOLUTIONS
Registration Number:	4122332	CURRENCY EVOLVED
Registration Number:	4122315	INTELISPEND
Registration Number:	4099630	INTELISPEND PREPAID SOLUTIONS
Registration Number:	3365424	CELEBRATE
Registration Number:	3321672	DIRECTSPEND
Registration Number:	3438607	APPAREL
Registration Number:	2433058	ENCOMPASS
Registration Number:	3475972	EXPEDITIONS
Registration Number:	2336751	PERSONA
Registration Number:	3370872	PORTICO

OP \$465.00 3489417

**TRADEMARK**

Registration Number:	3569233	PORTICO
Registration Number:	2118917	PREFERENCES
Registration Number:	3392366	UNLEASH THE POWER OF YOUR OWN CURRENCY
Serial Number:	85508343	MY PREPAID CENTER

**CORRESPONDENCE DATA**

Fax Number: 3143457600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3143457000  
 Email: kbastunas@senniger.com  
 Correspondent Name: Paul Fleischut- Senniger Powers LLP  
 Address Line 1: 100 North Broadway, 17th Floor  
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	INSP 8980
NAME OF SUBMITTER:	Paul I. J. Fleischut
Signature:	/paul fleischut/
Date:	03/04/2014

**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of November 12, 2013 (the "Effective Date"), by and between IntelliSpend Prepaid Solutions, LLC, a Missouri limited liability company with an address of 1400 South Highway Drive, Fenton, MO 63099 ("Assignor"), and Blackhawk Network, Inc., an Arizona corporation with an address of 6220 Stoneridge Mall Road, Pleasanton, CA 94588 ("Assignee").

**WHEREAS**, Assignor, Assignee and certain other parties entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 21, 2013, as amended, by and among Assignee, Blackhawk Network California, Inc., Blackhawk Network (Canada) Ltd., Blackhawk Network Holdings, Inc., Assignor, IntelliSpend, Inc., IntelliSpend Prepaid Solutions, U.L.C., and Maritz Holdings Inc.;

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and service marks, including all common law rights and all good will associated with them and the United States and foreign trademark registrations and applications therefor set forth on Exhibit A attached hereto (the "Marks");

**WHEREAS**, in accordance with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and that portion of the business related thereto.

**NOW, THEREFORE**, for good and valuable consideration, including as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, including, without limitation, all common law rights associated therewith, any registrations that issue from applications for the Marks, and all corresponding rights that are or may be secured under the laws of the United States and any other country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
2. Assignor authorizes the United States Commissioner of Patent and Trademarks and the respective official of any other country in which Assignor owns rights in the Marks, to record Assignee as the assignee and owner of the Marks.
3. Assignor covenants with Assignee that Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.
7. This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

[Signature page(s) to follow]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**INTELI~~SPEND~~ PREPAID SOLUTIONS, LLC**

By: *James Menadier*  
Name: *James Menadier*  
Title: *President*

**BLACKHAWK NETWORK, INC.**

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

[Signature Page to IntelliSpend Trademark Assignment]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

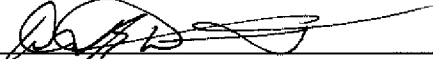
**INTELISPEND PREPAID SOLUTIONS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BLACKHAWK NETWORK, INC.**



By:  \_\_\_\_\_

Name: David E. Durant

Title: GVP, Secretary & General Counsel

[Signature Page to IntelliSpend Trademark Assignment]

**EXHIBIT A TO  
TRADEMARK ASSIGNMENT**

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Renewal Date</u>
United States	PERSONAL PURSUITS	3,489,417	02/08/07	08/19/18
United States	HOME SOLUTIONS	4,398,967	10/29/12	09/10/23
United States	INTELISPEND REWARD NAVIGATOR	4,122,338	04/30/10	04/03/22
United States		4,122,335	04/26/10	04/03/22
United States	CURRENCY EVOLVED	4,122,332	04/23/10	04/03/22
United States	INTELISPEND	4,122,315	04/02/10	04/03/22
United States	INTELISPEND PREPAID SOLUTIONS	4,099,630	04/02/10	02/14/22
United States	CELEBRATE	3,365,424	05/11/07	01/08/18
United States	DIRECTSPEND	3,321,672	05/26/06	10/23/17
United States	APPAREL	3,438,607 (Supplemental Registration)	12/18/07	05/27/18
United States	ENCOMPASS	2,433,058	08/18/99	03/06/21
United States	EXPEDITIONS	3,475,972	12/17/07	07/29/18
United States	PERSONA	2,336,751	07/07/98	03/28/20
United States	PORTICO	3,370,872	08/09/06	01/15/18
United States		3,569,233	02/14/08	02/03/19

**SCHEDULE A TO  
TRADEMARK ASSIGNMENT (Page 2 of 2)**

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Renewal Date</u>
United States	PREFERENCES	2,118,917	03/25/96	12/09/17
United States	UNLEASH THE POWER OF YOUR OWN CURRENCY	3,392,366	09/18/06	03/04/18
United States	MY PREPAID CENTER (Application)	Application No. 85/508,343	01/04/12	N/A
Canada	DIRECTSPEND	TMA696,133	11/06/06	09/11/22
Canada	EBILITY	TMA630357	01/24/02	01/17/20
Canada	PERSONA	TMA595785	02/21/02	11/26/18
Canada		TMA746335	08/05/08	08/26/24
Canada		TMA746336	05/08/08	08/26/24
Canada	INTELISPEND	TMA846593	04/06/10	03/19/28
Canada	CURRENCY EVOLVED	TMA846590	04/23/10	03/19/28
Canada	INTELISPEND PREPAID SOLUTIONS	TMA846592	04/06/10	03/19/28
Canada	INTELISPEND REWARD NAVIGATOR	TMA846588	05/03/10	03/19/28
Canada		TMA846589	04/26/10	03/19/28
Canada	MY PREPAID CENTER	Application No. 1558985	01/09/12	N/A