

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiboo Life Inc.		11/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	99 Bridge Road		
City:	Phoenixville		
State/Country:	PENNSYLVANIA		
Postal Code:	19460		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4161534	KIBOO	
Registration Number:	4171959	KIBOO	
Registration Number:	4286417	KIBOO KNOW YOUR MONEY	
Registration Number:	4379839	KNOW YOUR MONEY	
Serial Number:	86291378	GETBACK.	
CORRESPONDENCE DATA			
Fax Number:	6103728671		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-372-3500		
Email:	trademark@leisawitzheller.com		
Correspondent Name:	Matthew Mayer		
Address Line 1:	2755 Century Boulevard		
Address Line 4:	Wyomissing, PENNSYLVANIA 19610		
ATTORNEY DOCKET NUMBER:	44193.101		
NAME OF SUBMITTER:	Matthew M. Mayer		
SIGNATURE:	/Matthew M. Mayer/		
DATE SIGNED:	12/09/2014		
Total Attachments: 6			
source=00732854#page1.tif			

OP \$140.00 4161534

source=00732854#page2.tif

source=00732854#page3.tif

source=00732854#page4.tif

source=00732854#page5.tif

source=00732854#page6.tif

**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Agreement") is made this 21st day of November, 2014, by and among KIBOO LIFE INC., a Delaware corporation with a mailing address at P.O. Box 2067, New York, New York, 10021 (the "Assignor") and CUSTOMERS BANK, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Road, Phoenixville, Pennsylvania 19460 (the "Assignee").

BACKGROUND

A. The Assignor is the owner of certain trademarks, service marks, trade names, trade secrets, patents and applications for trademarks, service marks and patents and any renewals thereof (collectively, the "Intellectual Property"), which are set forth in more detail on Schedule "A", which is attached hereto and incorporated herein by reference.

B. The Assignor, Assignee and Lisa Halpern, a shareholder of the Assignor, entered into a certain Asset Purchase Agreement dated the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignee has agreed to purchase substantially all of the assets of the Assignor's business, including but not limited to the Intellectual Property (the "Asset Purchase Agreement").

C. In light of the foregoing, the Assignor hereby agrees to transfer all of its right, title and interest in and to the Intellectual Property to the Assignee pursuant to the terms of this Agreement.

D. The Assignor and Assignee agree that this Agreement shall evidence the transfer of all of the Assignor's right, title and interest in and to the Intellectual Property to the Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns and transfers unto Assignee all of its worldwide right, title and interest in and to the Intellectual Property, together with: (i) the goodwill of the business symbolized by and associated with such Intellectual Property; (ii) all income, royalties and damages due or payable to Assignor with respect to the Intellectual Property, including without limitation damages and any payments for past, present or future infringements or misappropriations of the Intellectual Property; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property. The Assignor further assigns to the Assignee any and all of its right, title and interest in and to any and all applications for the registration of the Intellectual Property which may currently be in progress.

2. Acceptance and Assumption of Intellectual Property. Assignee hereby accepts the assignment and transfer of all of Assignor's right, title and interest in and to the Intellectual Property together with (i) the goodwill of the business symbolized by and associated with such

Intellectual Property; (ii) all income, royalties and damages due or payable to Assignor with respect to the Intellectual Property, including without limitation damages and any payments for past, present or future infringements or misappropriations of the Intellectual Property; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property. The Assignee further accepts the assignment and transfer of all of Assignor's right, title and interest in and to any and all applications for the registration of the Intellectual Property which may currently be in progress.

3. Further Documentation. Assignor agrees that it: (i) will not execute any writing, nor do any act conflicting with this Agreement and (ii) will execute such instruments as Assignee deems necessary or desirable to vest in Assignee sole ownership and all exclusive right, title and interest in and to the Intellectual Property listed on Schedule A and to enable Assignee to record such rights with the appropriate regulatory agencies.

4. Authorization to USPTO. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries and state trademark and patent offices, as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration or assignment of the Intellectual Property to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

5. Further Assistance. If required, Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Intellectual Property, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Intellectual Property.

6. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements between the parties pertaining to the transfer of the Intellectual Property, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provision.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the day and year first above written.

ASSIGNOR:

KIBOO LIFE INC.

By: 
Lisa Halpern, Chief Executive Officer

ASSIGNEE:

CUSTOMERS BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the day and year first above written.

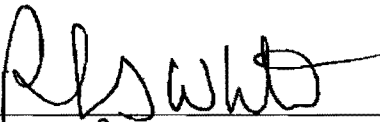
ASSIGNOR:

KIBOO LIFE INC.

By: _____
Lisa Halpern, President

ASSIGNEE:

CUSTOMERS BANK

By: 
Name: Robert B. White
Title: EVP

SCHEDULE "A"

PATENTS

<u>Patent</u>	<u>Registration or Application No.</u>	<u>Application Date</u>	<u>Status</u>
FINANCIAL LIFESTYLE NAVIGATOR AND BANKING SYSTEM	U.S. Patent Application No. 12/429,657	4/24/09	Patent application is pending.
BANKING SYSTEM AND METHODS	U.S. Patent Application No. 61/047,587	4/24/08	Provisional patent application is pending.
BANKING SYSTEM AND METHODS	U.S. Patent Application No. 61/142,748	1/6/09	Provisional patent application is pending.
BANKING SYSTEM AND METHODS	U.S. Patent Application No. 61/146,082	1/21/09	Provisional patent application is pending.
FINANCIAL LIFESTYLE NAVIGATOR AND BANKING SYSTEM	U.S. Patent Application No. 61/202,838	4/10/09	Provisional patent application is pending.
FINANCIAL LIFESTYLE NAVIGATOR AND BANKING SYSTEM	International Patent Application No. PCT/US2009/41686	4/24/09	International patent application is pending.

TRADEMARKS

<u>Trademark</u>	<u>Registration or Application No.</u>	<u>Class</u>	<u>Status</u>
KIBOO	U.S. Registration No. 4,161,534	36	Registered on 6/19/12
KIBOO	U.S. Registration No. 4,171,959	41	Registered on 7/10/12
KIBOO KNOW YOUR MONEY	U.S. Registration No. 4,286,417	36	Registered on 2/5/13

KNOW YOUR MONEY	U.S. Registration No. 4,379,839	36	Registered on 8/6/13
GETBACK	U.S. Serial No. 86/291,378	9	Trademark application filed on 5/25/14