

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marc Michalowski		09/03/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valor Federal Credit Union		
<b>Street Address:</b>	315 Franklin Avenue		
<b>City:</b>	Scranton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18503		
<b>Entity Type:</b>	Federally chartered credit union: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86383875	POWER BANKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kholder@holderlawfirm.com		
<b>Correspondent Name:</b>	The Holder Law Firm		
<b>Address Line 1:</b>	244 5th Avenue, Suite 2022		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>NAME OF SUBMITTER:</b>	Kamilah M. Holder		
<b>SIGNATURE:</b>	/Kamilah M. Holder/		
<b>DATE SIGNED:</b>	01/29/2015		
<b>Total Attachments: 3</b>			
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OP \$40.00 86383875

## TRADEMARK ASSIGNMENT

This Trademark Assignment is effective this 3<sup>rd</sup> day of September, 2014, between Marc Michalowski ("Assignor") and Valor Federal Credit Union ("Assignee"), a federally chartered credit union (the "Agreement").

WHEREAS, Assignor, is the owner of a certain trademark identified as follows: Power Banking, application filed with the United States Patent and Trademark Office, Serial No. 86383875, on September 3, 2014, in International Class 036 for credit union services, referenced and incorporated hereto as Exhibit A ("Trademark");

WHEREAS, Assignee, wishes to acquire the entire rights, title, interest and goodwill in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee the entire rights, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority rights that may arise from the Trademark).

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- a) Assignor has the right, power and authority to enter into this Agreement;
- b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademark; and
- c) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the parties respecting the subject matter hereof.

4. Amendment. This Agreement may be amended only by a writing signed by both parties.

5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and

such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.


6. Agreement to Perform Necessary Acts. Assignor authorizes the United States Patent and Trademark Office and any applicable jurisdictions outside the United States to record the transfer of the registration and/or application for registration set forth in Exhibit A to Assignee. Assignor agrees to perform any further acts and execute any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

  
\_\_\_\_\_  
Marc Michalowski

  
\_\_\_\_\_  
Valor Federal Credit Union  
By: Amy Crain, Marketing Manager

EXHIBIT A

Power Banking Trademark, filed with the United States Patent and Trademark Office, Serial No. 86383875, on September 3, 2014, in International Class 036 for credit union services

# Power Banking