

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/22/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Level Money, Inc		12/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	1680 Capital One Drive		
Internal Address:	13th floor		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Subsidiary of Capital One Financial Corporation: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3316391	FINANCIAL GPS	
Serial Number:	85776339	LEVEL	
Serial Number:	85776341	LEVEL MONEY	
CORRESPONDENCE DATA			
Fax Number:	8042846924		
<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:	804-284-1155		
Email:	Trademarks@capitalone.com		
Correspondent Name:	Capital One Financial Corporation		
Address Line 1:	15000 Capital One Drive		
Address Line 2:	12077-0270 / Trademarks		
Address Line 4:	Richmond, VIRGINIA 23238		
ATTORNEY DOCKET NUMBER:	MERGER ASSIGN LEVEL MONEY		
NAME OF SUBMITTER:	MIKE CRANE		
SIGNATURE:	/mikecrane/		
DATE SIGNED:	06/25/2015		

CH \$90.00 3316391

Total Attachments: 9

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AGREEMENT AND PLAN OF MERGER

by and among

LEVEL MONEY, INC.,

CAPITAL ONE, NATIONAL ASSOCIATION,

CAPITAL ONE LEDGER, INC.

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC,

AS THE STOCKHOLDER REPRESENTATIVE

dated as of December 22, 2014

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Exhibits

Exhibit A	Accounting Methodology
Exhibit B	Charter Amendment
Exhibit C-1	Form of “Long-Form” Stockholder Consent Agreement
Exhibit C-2	Form of “Short-Form” Stockholder Consent Agreement
Exhibit D	Form of Certificate of Merger
Exhibit E	Option Surrender Form
Exhibit F	Warrant Surrender Form
Exhibit G	Letter of Transmittal
Exhibit H	Form of Payments Agreement
Exhibit I	Form of Escrow Agreement
Exhibit J	Form of Stockholder Consent

Disclosure Schedules

Company Disclosure Schedule

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of December 22, 2014, by and among Level Money, Inc., a Delaware corporation (the "Company"), Capital One, National Association, a national banking association ("Buyer"), Capital One Ledger, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("Merger Sub"), and solely in its capacity as the representative of the Company Securityholders, Shareholder Representative Services LLC, a Colorado limited liability company ("Stockholder Representative" and, together with Buyer, Merger Sub and the Company, the "Parties").

WHEREAS, the respective boards of directors of the Company, Buyer (for itself and as the sole equityholder of Merger Sub) and Merger Sub have determined that this Agreement is advisable and have approved the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the Surviving Company and a wholly owned subsidiary of Buyer, upon the terms and subject to the conditions set forth herein and in accordance with the General Corporation Law of the State of Delaware, as amended (the "DGCL");

WHEREAS, pursuant to the Merger, each Company Share will be converted into the right to receive, on the terms and subject to the conditions set forth herein, certain cash consideration in the amounts described herein; and

WHEREAS, in connection with the Merger, each In-the-Money Company Option and each In-the-Money Company Warrant will be cancelled in exchange, on the terms and subject to the conditions set forth herein, for certain cash consideration in the amounts described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. The following terms when used in this Agreement shall have the following meanings:

"280G Waivers" has the meaning set forth in Section 6.7(a).

"280G Approval" has the meaning set forth in Section 6.7(b).


"Accounting Firm" has the meaning set forth in Section 3.9(d).

"Accounting Methodology" means, collectively, the accounting principles and practices used in preparing the financial statements of the Company as of December 31, 2013, applied on a consistent basis, which principles and practices must conform to GAAP, subject in each case to the principles and methodologies set forth on Exhibit A.

"Acquisition Transaction" has the meaning set forth in Section 6.11.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective officers hereunto duly authorized all as of the date first written above.

LEVEL MONEY, INC.

By: 
Name: JACOB FUENTES
Title: CEO

[Signature Page to Merger Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Name: Jonathan W. Witter

Title: President, Retail and Direct Banking

CAPITAL ONE LEDGER, INC.

By: 

Name: Jonathan W. Witter

Title: President

[Signature Page to Merger Agreement]

SHAREHOLDER REPRESENTATIVE SERVICES LLC
solely in its capacity as Stockholder Representative

By: 
Name: W. Paul Koenig
Title: Managing Director

**Schedule 4.12
Intellectual Property**

(b)

Patents

Title	Owner	Jurisdiction	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Level Money	Level Money, Inc.	US	Pending	62/062,097	10/09/2014	N/A	N/A

Trademarks

Trademark	Owner	Jurisdiction	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Level	Level Money, Inc.	US	Pending	85/776,339	11/9/1012	N/A	N/A
Financial GPS	Level Money, Inc.	US	Registered	77/092,390	01/26/2007	3,316,391	10/23/2007
Level Money	Level Money, Inc.	US	Pending	85/776,341	11/9/2012	N/A	N/A

Domain Names

URL	Owner
levelsucks.com	Level Money, Inc.
levelmoneyscam.com	Level Money, Inc.
levelmoney.net	Level Money, Inc.
levelmoney.org	Level Money, Inc.
levelmoneysucks.com	Level Money, Inc.
levelmoney.info	Level Money, Inc.
levelloans.com	Level Money, Inc.
levellabs.com	Level Money, Inc.
gen3.me	Level Money, Inc.
level-labs.com	Level Money, Inc.
levelmoney.com	Level Money, Inc.

(c)

None.

(d)

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