

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fort Knox Financial Services Corporation		09/08/2015	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	MetaBank		
Street Address:	5501 South Broadband Lane		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57108		
Entity Type:	federally chartered stock saving bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4474725	REFUND ADVANTAGE	
Registration Number:	4033734	FEE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3500		
Email:	jeremy.glasser@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenman LLP		
Address Line 1:	2900 K Street NW, North Tower, Suite 200		
Address Line 2:	Attention: Jeremy Glasser, Paralegal		
Address Line 4:	Washington, D.C. 20007-5118		
ATTORNEY DOCKET NUMBER:	214615-00076		
NAME OF SUBMITTER:	Jeremy Glasser, Paralegal		
SIGNATURE:	/jcglasser/		
DATE SIGNED:	09/10/2015		
Total Attachments: 5			
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SERVICE MARK ASSIGNMENT AGREEMENT

This **SERVICE MARK ASSIGNMENT AGREEMENT** (this "Assignment") is entered into as of September 8, 2015, by and among MetaBank, a federally chartered stock saving bank ("Assignee") and Fort Knox Financial Services Corporation, a Kentucky corporation ("Assignor").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of July 15, 2015 (the "Asset Purchase Agreement") whereby Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to purchase and acquire from Assignor, substantially all of the assets of Assignor, including without limitation, the service mark identified in Exhibit A attached hereto (the "Mark"), upon the terms and subject to the conditions contained in the Asset Purchase Agreement.

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby collectively sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the Mark, and all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, together with the right to sue and recover for past infringements, misappropriations, and/or other violations. The parties agree to promptly take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

2. **Representations and Warranties**. The Assignor represents, warrants and covenants that (i) the Assignor is the exclusive registrant of the Mark; (ii) there are no existing licenses to use the Mark with any third party, subsidiary or affiliated company; (iii) there is no litigation or other proceeding pending, other than between the parties hereto, which challenges the ownership or validity of the Mark; and (iv) the Mark is free of all liens and encumbrances, and therefore nothing shall preclude, interfere or interrupt this transfer or Assignee's use of the Mark.

3. **Relation to Asset Purchase Agreement**. This Assignment is intended only to effect the transfer of Mark, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Amendment**. This Assignment may not be amended or modified other than by an instrument in writing signed by the parties hereto.

5. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, and nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person or entity, other than the parties hereto and such successors and assigns, any rights or remedies under or by reason of this Assignment.

6. **Governing Law**. This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of South Dakota, without regard to the conflict or choice of law provisions thereof.

7. **Counterparts**. This Assignment may be delivered by facsimile or .pdf attachment to electronic mail, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically delivered signatures shall be binding for all intents and purposes unless expressly stated otherwise.

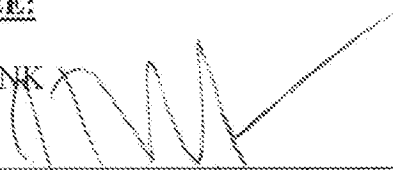
8. **Severability**. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Assignment and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

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

ASSIGNEE:

METABANK

By: 

Name: J. Tyler Haaha

Title: Chairman and CEO

ASSIGNOR:

FORT KNOX FINANCIAL SERVICES
CORPORATION

By: _____

Name: _____

Title: _____

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

ASSIGNEE:

METABANK

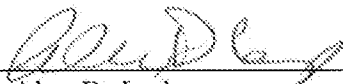
By: _____

Name: _____

Title: _____

ASSIGNOR:

FORT KNOX FINANCIAL SERVICES
CORPORATION

By:  _____

Name: Alan D. Lodge

Title: Chief Executive Officer

EXHIBIT A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
REFUND ADVANTAGE	4,474,725	January 28, 2014	85-958,549	June 13, 2013
FEE ADVANTAGE	4,033,734	October 4, 2011	85-112,114	August 20, 2010