

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SimpleTuition, Inc.		03/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gradifi Co.		
Street Address:	699 Boylston Street		
Internal Address:	Suite 200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4201944	SMARTERBUCKS	
Registration Number:	4158728	SMARTERBANK	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6179518736		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	108234-0001		
NAME OF SUBMITTER:	Jennifer Kagan		
SIGNATURE:	/jenniferkagan/		
DATE SIGNED:	09/22/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 30, 2015, is made by SimpleTuition, Inc., a Delaware corporation ("Seller"), located at 268 Summer Street, Suite 502, Boston, Massachusetts 02210, in favor of Gradifi Co., a Texas corporation ("Buyer"), located at 699 Boylston Street, Suite 200, Boston, Massachusetts 02116, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Buyer and Seller (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the software and know-how set forth on Schedule 2 hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.

SELLER:

SIMPLETUITION, INC.

By: 
Name: Kevin Walker
Title: Chief Executive Officer

BUYER:

GRADIFI CO.

By: _____
Name: Timothy A. DeMello
Title:

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.


SELLER:

SIMPLETUITION, INC.

By: _____
Name: Kevin Walker
Title: Chief Executive Officer

BUYER:

GRADIFI CO.

By: 
Name: Timothy A. DeMello
Title: President

Schedule 1

Assigned Trademarks Registrations and Trademark Applications

SMARTERBANK, Registration No. 4,201,944

SMARTERBUCKS, Registration No. 4,158,728

Schedule 2

Assigned Software and Know-How

- SmarterBucks rewards platform including:
 - Web services, code (Microsoft.NET code on Oracle DB), and databases
 - Code specs and documentation
 - Admin tool
 - Documented Processes
 - Student loan servicer payee database
 - Any outlines of potential platform enhancements wherever reasonably available
- Code or administrative access to other websites including:
 - SmarterBucks marketing site
 - SmarterBucks Blog (admin access)
 - SmarterBank marketing site
 - Functional code for PayBackSmarter calculations
- Operations including:
 - Documentation on operational processes
 - Historical record keeping on exceptions processing
 - Customer service scripts and database of answers or historical Q&A wherever reasonably available
 - Historical customer service correspondence with customers wherever reasonably available
 - Contact information with Servicers where applicable (for problem resolution and/or for discussions on moving to ACH process)
 - MS Access code and databases used for program administration including check processing
- Current website marketing content for SmarterBucks
- Where reasonably available, historical website marketing content for major releases of SmarterBucks, SmarterBank, and related sites
- Library of SmarterBucks and SmarterBank acquisition and engagement marketing collateral (e.g. banners, emails, physical marketing collateral from past, etc.) as reasonably available
- The following library of historical marketing campaign results (click, sign-ups, etc.), where available, across channels (including on ST sites):
 - Email acquisition campaigns
 - Email engagement campaigns
 - Affiliate Bucks customer acquisition marketing campaigns
 - Paid marketing campaigns (including paid blog posts)
 - SEM and social media test results
 - SmarterBucks Exclusives campaign results
 - Give-Aways
 - PR
 - Jebbit test
- Library of historical email metrics – open rates, CTR's, etc. where reasonably available
- SmarterBucks membership email file, marketing content, and programming logic (including programmatic, automatic, and triggered messaging) to enable a seamless continuation of email communication with SmarterBucks members upon completion of the transition from Seller to Buyer.
- Available previous member feedback research/surveys/user experience research