

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369327

<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>
General Electric Company		12/28/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synchrony Bank		
<b>Street Address:</b>	170 West Election Road		
<b>Internal Address:</b>	Suite 125		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	a federal savings bank: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1432283	THE PROJECT CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>Phone:</b>	3122071000		
<b>Email:</b>	mbenson@reedsmith.com		
<b>Correspondent Name:</b>	Lawrence E. James, Jr.		
<b>Address Line 1:</b>	Reed Smith LLP		
<b>Address Line 2:</b>	10 South Wacker Drive, 40th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-7507		
<b>ATTORNEY DOCKET NUMBER:</b>	506350-01296		
<b>NAME OF SUBMITTER:</b>	Lawrence E. James, Jr.		
<b>SIGNATURE:</b>	/Lawrence E. James, Jr./		
<b>DATE SIGNED:</b>	01/15/2016		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of 28 December 2015 (the "Effective Date") by and between General Electric Company, a corporation organized and existing under the laws of New York, having an office at 3135 Easton Turnpike, Fairfield, CT 06828 (hereinafter referred to as the "Assignor") and Synchrony Bank, a federal savings bank organized and existing under the laws of Utah, having its home office at 170 West Election Road, Suite 125, Draper UT 84020 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor is the record owner of the THE PROJECT CARD trademark registration, registered in the United States of America under Registration No. 1,432,283 covering credit card services for retail building materials stores, (the "Trademark"); and

WHEREAS, the Assignee desires to acquire from the Assignor any and all right, title and interest in and to the Trademark owned by the Assignor, and the Assignor is willing to assign any and all right, title and interest in and to the Trademark.

NOW THEREFORE, for good and valuable consideration as set forth in the Master Agreement between Assignor and Synchrony Financial on July 30, 2014 (the "Master Agreement"), the receipt and sufficiency of which is acknowledged, and pursuant to terms and conditions of the Master Agreement, including those set forth in the Letter Agreements dated July 30, 2014 and September 17, 2015, Assignor assigns to Assignee any and all right, title and interest in and to the Trademark in the United States of America and its territories, including all rights under common law, together with the goodwill of the business symbolized by the Trademark; any rights that arise from the Trademark in the United States of America; all rights to seek other registrations of the Trademark in the United States Patent and Trademark Office or elsewhere; and all causes of action, past and future, for infringement of the Trademark or other violations of the rights assigned hereunder.

1. ASSIGNOR represents and warrants to ASSIGNEE that it has not made any other assignment or pledge of the Trademark or any rights therein.
2. ASSIGNOR acknowledges and agrees that the consideration set forth in the Master Agreement is valid and sufficient, and that no additional consideration shall be paid by Assignee in connection with this Assignment.
3. ASSIGNOR acknowledges and agrees that ASSIGNEE is not assuming, and shall not be responsible for, any outstanding costs or fees associated with the prosecution or maintenance of the Trademark that may have been incurred prior to July 30, 2014. ASSIGNEE shall be responsible for any costs or fees associated with the prosecution or maintenance of the Trademark incurred after July 30, 2014.

This Trademark Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

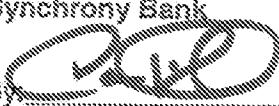
Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed and delivered by their respective officers thereunto duly authorized as of \_\_\_\_\_ [Insert Effective Date].

For and on behalf of the Assignor  
General Electric Company

By:   
Name: Michael Maoz  
Title: Senior Brand Counsel

For and on behalf of the Assignee  
Synchrony Bank

By:   
Name: Daniel J. Piscalo  
Title: P Counsel