

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMOS Holdings, Inc.		06/08/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Integrated Mortgage Origination Systems, LLC		
Street Address:	720 333rd Street		
Internal Address:	Suite 100		
City:	Federal Way		
State/Country:	WASHINGTON		
Postal Code:	98001		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2160825	LOANTEK	
CORRESPONDENCE DATA			
Fax Number:	6783367247		
<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:	678-336-7247		
Email:	ahyland@taylorenghish.com		
Correspondent Name:	Amanda Hyland		
Address Line 1:	1600 Parkwood Circle		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	70172.3010		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		
DATE SIGNED:	02/29/2016		
Total Attachments: 16			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: LOANTEK

Reg. No.: 2,160,825

DECLARATION OF ADAM STEIN

I, Adam Stein, make the following declaration under penalty of perjury:

1.

I am over the age of 18 and competent to testify to the matters contained in this declaration. I swear under penalty of perjury that all of the matters in this declaration are true and correct. I make the following representations with my own personal knowledge and for all purposes allowed by law.

2.

From 2012 to the present, I have been the Chief Executive Officer of the company doing business as Loantek. I make this declaration on behalf of myself and on behalf of Loantek.

3.

Throughout this time, I have had personal knowledge of the corporate agreements that have altered the corporate status, structure, and/or ownership of

the company doing business as Loantek.

4.

Originally, a company called IMOS Holdings, Inc., a Washington corporation, did business as "Loantek," enjoyed trademark rights in the mark LOANTEK, and owned the federal trademark registration for the trademark LOANTEK, Reg. No.: 2,160,825.

5.

IMOS Holdings, Inc. entered into a Contribution Agreement on June 8, 2011, in which it contributed all of its assets to Integrated Mortgage Origination Systems, LLC, a Washington limited liability company. This agreement is attached hereto as Exhibit A. The assets included in this Contribution Agreement included the rights and registration for the LOANTEK trademark Reg. No. 2,160,825.

6.

Accordingly, Reg. No. 2,160,825 was assigned from IMOS Holdings, Inc. to Integrated Mortgage Origination Systems, LLC, on June 8, 2011 by operation of the Contribution Agreement.

7.

On February 7, 2013, Integrated Mortgage Origination Systems, LLC merged with LoanTek, Inc., an Idaho corporation. This merger was recorded in a

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Statement of Merger filed with the Idaho Secretary of State and attached hereto as Exhibit B.

8.

This merger caused the assignment and transfer of the rights and registration for the LOANTEK trademark Reg. No. 2,160,825 from Integrated Mortgage Origination Systems, LLC to LoanTek, Inc on February 7, 2013.

9.

On June 1, 2015, the LOANTEK trademark Reg. No. 2,160,825 was assigned from LoanTek, Inc. to Bankrate, Inc., a Delaware corporation, pursuant to an assignment agreement (attached hereto as Exhibit C), which was part of an overall asset purchase agreement.

10.

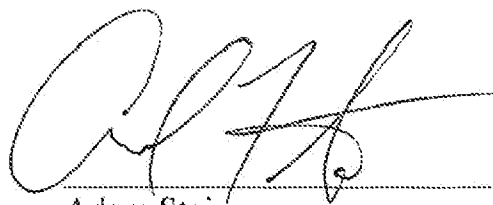
Accordingly, trademark Reg. No. 2,160,825 is presently owned by Bankrate, Inc.

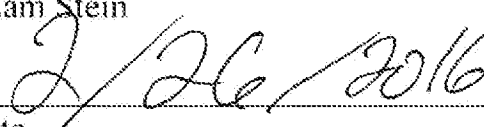
11.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C §1001, and that such willful false statement may jeopardize the validity of this document, declares that she is properly authorized to execute this document on

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behalf of the owner, and all statements, made of her own knowledge are true and that all statements made on information and belief are believed to be true.



Adam Stein


Date

EXHIBIT A

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of June 8, 2011 (the "Effective Date"), is by and between IMOS Holdings, Inc., a Washington corporation formerly known as Integrated Mortgage Origination Systems, Inc. (the "Corporation"), and Integrated Mortgage Origination Systems, LLC, a Washington limited liability company (the "LLC").

A. The Corporation was formed on July 10, 2008 and, since its inception, has engaged in the business of providing lead generation and execution tools to mortgage originators (the "Business").

B. The board of directors and shareholders of the Corporation and the initial manager of the LLC desire to conduct the Business and raise equity financing as a limited liability company under the laws of the State of Washington.

The parties agree as follows:

1. Contribution of Assets. As of the Effective Date, the Corporation hereby contributes, assigns, transfers and conveys to the LLC all right, title and interest in and to all assets used, held for use or useful in the operation of the Business, whether tangible or intangible, and wherever located, that are owned or leased by the Corporation or in which the Corporation has any right, title or interest (collectively, the "Contributed Assets"). The LLC hereby accepts the Contributed Assets from and after the Effective Date.

2. Assumption of Liabilities. As of the Effective Date, the Corporation hereby assigns to the LLC all of the Corporation's rights and obligations in, to and under all liabilities incurred in the operation of the Business. The LLC hereby accepts the assignment of such liabilities and assumes all obligations thereunder from and after the Effective Date.

3. Issuance of Membership Interests. In consideration for the Contributed Assets, the LLC hereby issues 1,800,000 Common Units of the LLC to the Corporation. The Corporation shall execute a signature page to the Operating Agreement of the LLC and become a member of the LLC. The Corporation acknowledges and agrees that the Common Units of the LLC are subject to the terms and conditions of the Operating Agreement of the LLC.

4. Representations and Warranties. The Corporation hereby represents and warrants to the LLC as follows:

(a) The Corporation understands that: (i) the Common Units of the LLC have not been registered under the Securities Act of 1933 (the "Act") or any state securities laws, based upon an exemption from such registration requirements for limited offers and sales offerings under the Act and relevant exemptions under applicable state law; (ii) the Common Units of the LLC are and will be "restricted securities", as that term is defined in Rule 144 of the Rules and Regulations promulgated under the Act; (iii) the Common Units of the LLC may not be sold or otherwise transferred unless they have been first registered under the Act and applicable state securities laws, or unless exemptions from such registration provisions are

available with respect to said resale or transfer; (iv) the LLC is under no obligation to register the Common Units of the LLC under the Act or any state securities laws, or to take any action to make any exemption from any such registration provisions available; and (v) the Common Units of the LLC may bear a legend to the effect that the transfer of the securities represented thereby is subject to the provisions hereof.

(b) The Corporation is acquiring the Common Units of the LLC solely for its own accounts, for investment purposes only and not with a view to resale or distribution.

5. Condition of Assets. The LLC acknowledges and agrees that the Contributed Assets are being contributed, assigned, transferred and conveyed to the LLC in their "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, as existing on the Effective Date, without any representation or warranty whatsoever of any kind made by the Corporation.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

7. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all prior agreements or other understandings between or among any of the parties hereto.

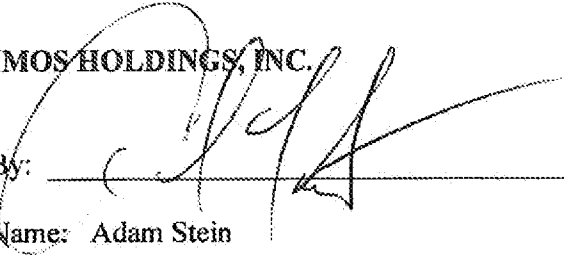
8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Washington.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page. Signature pages delivered by facsimile or electronic mail shall be treated as originals.

[Signature Page Follows]

This Agreement is dated as of the Effective Date. 6/8/11

IMOS HOLDINGS, INC.

By: 

Name: Adam Stein

Title: President

INTEGRATED MORTGAGE ORIGINATION
SYSTEMS, LLC

By: 

Name: Adam Stein

Title: Manager

EXHIBIT B

FILED EFFECTIVE

**STATEMENT OF MERGER
MERCING
INTEGRATED MORTGAGE ORIGINATION SYSTEM, LLC
a Washington limited liability company,
WITH AND INTO
LOANTEK, INC.
an Idaho corporation**

2013 FEB -7 PM 2:27
SECRETARY OF STATE
STATE OF IDAHO

Pursuant to §30-18-205 of the Idaho Entity Transactions Act ("IETA"), the following Statement of Merger is executed and filed with the Idaho Secretary of State on behalf of each of LoanTek, Inc., an Idaho corporation ("LoanTek"), and Integrated Mortgage Origination System, LLC, a Washington limited liability company ("IMOS"):

1. An Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of IMOS with and into LoanTek ("Merger") has been duly authorized and approved by the directors of LoanTek in accordance with §30-18-203 of the IETA, and by the members and managers of IMOS in accordance with §25.15.415 of the Revised Code of Washington ("RCW").
2. Pursuant to the Merger Agreement and in accordance with IETA and RCW, IMOS is merged with and into LoanTek, with LoanTek being the surviving company in the Merger (the "Surviving Company").
3. The Articles of Incorporation and the Bylaws of LoanTek as in effective immediately prior to the Merger will continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Company.
4. The Merger will be completed by filing this Statement of Merger with the Idaho Secretary of State pursuant to IETA and Articles of Merger with the Washington Secretary of State pursuant to the RCW and will be effective as of February 8, 2013.

(Signature(s) on following page(s).)

STATEMENT OF MERGER - 1
(Idaho Secretary of State)

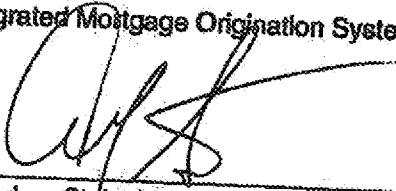
IDAHO SECRETARY OF STATE
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1 @ 30.00 = 30.00 STATE MERGE # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

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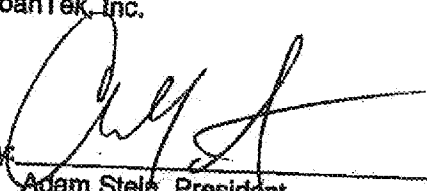
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Integrated Mortgage Origination System, LLC

By: 
Adam Stein, Manager

LoanTek, Inc.

By: 
Adam Stein, President

STATEMENT OF MERGER - 2
(Idaho Secretary of State)

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EXHIBIT C

TRADEMARK ASSIGNMENT

June 1, 2015

Effective as of the date set forth above at 12:00:01 a.m. Mountain Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LoanTek, Inc., an Idaho corporation ("Assignor"), pursuant to the terms of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), by and among the parties listed therein and dated as of the same date as this Trademark Assignment, hereby sells, transfers, assigns, releases, and sets over to Bankrate, Inc., a Delaware corporation ("Assignee"), all of its worldwide rights, title and interest (whether individually or jointly held) in and to all of its trademarks and service marks, names and logos included in the definition of Purchased Assets (as such term is defined in the Asset Purchase Agreement), including, but not limited to, those set forth on Schedule 1 attached to this Trademark Assignment, and any pending applications or registrations with regard to the foregoing (collectively, the "Marks"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the LoanTek Business (as such term is defined in the Asset Purchase Agreement) in connection with which the Marks are used and which is symbolized by the Marks and the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver at the reasonable request of Assignee, any papers, instruments and assignments necessary or desirable to vest in Assignee all of Assignor's rights, title and interest in and to the Marks as well as the applications and registrations and any renewals or extensions of any applications and registrations for such Marks and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary.

Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights of the parties under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Trademark Assignment. This Trademark Assignment is intended only to effect the transfer of the Marks as contemplated by the Asset Purchase Agreement. This Trademark Assignment shall be subject to the provisions of Article VIII of the Asset Purchase Agreement, *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment to be effective as of the date first set forth above.

ASSIGNOR:

LOANTEK, INC.

By: [Signature]

Name: Adam Stein

Title: President and Chief Executive Officer

STATE OF Idaho)

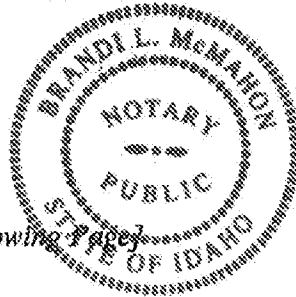
COUNTY OF Ada)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Adam Stein, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President and Chief Executive Officer of LoanTek, Inc., an Idaho corporation, and as such, being authorized so to do, executed, as applicable, the foregoing instrument for the purposes therein contained, by signing on behalf of such company.

Witness my hand and seal, at office in Idaho, Idaho, this 14th day of June, 2015.

Notary Public [Signature]

My Commission Expires: 9/13/2019



[Signatures Continue on Following Page]

[Signatures Continued from Previous Page]

IN WITNESS WHEREOF, Assignee has executed this Trademark Assignment to be effective as of the date first set forth above.

ASSIGNEE:

BANKRATE, INC.

By: 

Name: Steven D. Barnhart

Title: SVP, Chief Financial Officer

Trademark Assignment Signature Page

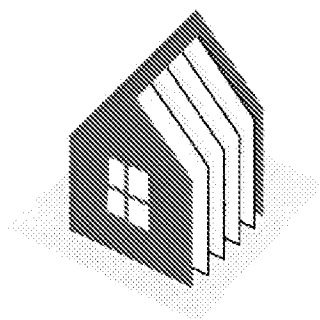
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Schedule 1

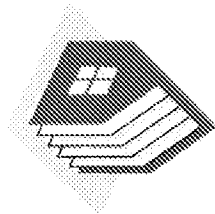
Marks

Trademarks, trade names, and logos used in the Business, including, but not limited to, those as reflected on each Site included in the Purchased Assets (as defined in the Asset Purchase Agreement), including, but not limited to the name "LoanTek" and the following trademark, trademark application, and logos:

1. LoanTek Trademark filed originally as LoanTek; Registered 20160825, May 26th 1998 and assigned to LoanTek, Inc., August 16th 2011, Serial Number 75070743
2. USPTO Trademark, Serial Number 85714104 – This trademark is dead



LOANTEK
THE ONLINE SALES SUITE FOR LOAN OFFICERS



THE ONLINE SALES SUITE FOR LOAN OFFICERS
LOANTEK

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