

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINSPIRE CORPORATION		01/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Visa International Service Association		
Street Address:	900 Metro Center Boulevard		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4351279	PROTECTME	
CORRESPONDENCE DATA			
Fax Number:	6504323425		
<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:	650-432-3917		
Email:	trademarks@visa.com		
Correspondent Name:	Denise Yee, Vice President		
Address Line 1:	900 Metro Center Boulevard		
Address Line 2:	Visa International Service Association		
Address Line 4:	Foster City, CALIFORNIA 94404		
ATTORNEY DOCKET NUMBER:	PROTECTME		
NAME OF SUBMITTER:	Mary Dougherty		
SIGNATURE:	/Mary Dougherty/		
DATE SIGNED:	03/14/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of February 1, 2016 (the "Effective Date"), by and between FINSPHERE CORPORATION, a Delaware corporation ("Assignor") and VISA INTERNATIONAL SERVICE ASSOCIATION, a Delaware corporation ("Assignee"). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 1, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed, inter alia, to sell, assign, convey, transfer and deliver to Assignee all Intellectual Property owned by Assignor, free and clear of all liens;

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor and Assignee entered into that certain Intellectual Property Assignment Agreement, wherein Assignor covenanted to execute this Trademark Assignment for purposes of assigning all of its right, title and interest in and to the trademarks set forth on Schedule A-1 (the "Assigned Registered Trademarks"); and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment purposes of recording the assignment of the Assigned Registered Trademarks to Assignee with the United States Patent and Trademark Office or other applicable Governmental Entity.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Assigned Trademark Rights. Assignor hereby irrevocably transfers, assigns and conveys to Assignee, free and clear of all liens, all right, title and interest in and to the Assigned Registered Trademarks, together with the goodwill associated therewith, which includes, without limitation (collectively, "Assigned Trademark Rights"):
 - (a) The Assigned Registered Trademarks and all issuances, extensions and renewals thereof;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) 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;

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Assignment as of the Effective Date.

Assignor

FINSPIRE CORPORATION

By: 

Name: Michael Buhrmann

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005750 FRAME: 0745

Acknowledged by:

Assignee

VISA INTERNATIONAL SERVICE
ASSOCIATION

By:  _____

Name: Mark Nelson

Title: SVP

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005750 FRAME: 0746

STATE OF _____)
COUNTY OF _____) ss.

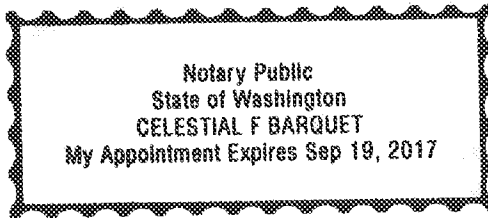
On this 29 1, 2016, before me, Celestial F. Barquet, notary public
Date Month Name and Title of the Notary

personally appeared Michael Schumann
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Celestial F. Barquet
Signature of Notary Public

Schedule A-1 to Attachment A
Assigned Registered Trademarks

(A) Active Trademarks

Description	Title	Country	Reg. No.	Status
The mark consists of the words "PROTECTME" in black under a gray/blue curved arch with a vivid blue diagonal line from the left which forms an angle and continues diagonally to the right.	PROTECTME	US	4351279	Registered