

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempoe, LLC		03/30/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Tempoe Financial LLC		
Street Address:	7755 Montgomery Road		
Internal Address:	Suite 250		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4395977	FLEXPAY PLUS	
Registration Number:	4212729	FLEX PAY PLUS	
Registration Number:	3875558	FLEXPAY PLUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	513-698-5078		
Email:	mmarrero@ulmer.com		
Correspondent Name:	Michael A. Marrero		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202-2409		
ATTORNEY DOCKET NUMBER:	26213-0020		
NAME OF SUBMITTER:	Michael A. Marrero		
SIGNATURE:	/Michael A. Marrero/		
DATE SIGNED:	03/31/2016		
Total Attachments: 1			

OP \$90.00 4395977

TRADEMARK ASSIGNMENT

WHEREAS, TEMPOE, LLC (hereinafter "Assignor"), represents that it is the owner of the FLEXPAY PLUS word mark and the FLEX PAY PLUS and FLEXPAY PLUS design trademarks that are the subject of the U.S. Patent & Trademark Office registration numbers 4395977, 4212729 and 3875558, respectively (the "Marks"); and

WHEREAS, TEMPOE Financial LLC, a Delaware limited liability company with an address of 7755 Montgomery Road, Suite 250, Cincinnati, Ohio 45236 (hereinafter "Assignee"), is desirous of the acquiring the Marks.

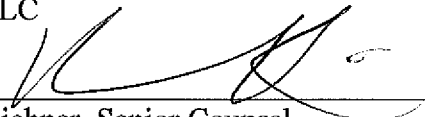
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE all of its right, title and interest in and to the Marks, together with the entire business symbolized by the Marks, the goodwill of the business symbolized by the Marks, the right to sue for past, present and future infringement, dilution, misappropriation, violation, or breach thereof, and the right to recover, collect and own any monetary or other damages, and to obtain injunctive relief, as a result thereof.

ASSIGNOR further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as ASSIGNEE may from time to time reasonably request to effect fully this assignment and to permit ASSIGNEE to be duly recorded as the registered owner of the Marks in the United States.

IN TESTIMONY WHEREOF, ASSIGNOR has executed this assignment effective as of this 30th day of March, 2016.

TEMPOE, LLC

By: _____


Kristin Richner, Senior Counsel