

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Higher One, Inc.		12/15/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	1015 Penn Avenue		
Internal Address:	Suite 103		
City:	Wyomissing		
State/Country:	PENNSYLVANIA		
Postal Code:	19610		
Entity Type:	Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4271933	MY ONE	
Registration Number:	4417279	POWERED BY FEEDBACK	
Registration Number:	3452385	REFUND MANAGEMENT	
Registration Number:	4930610	\$TART WITH CHANGE	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	610.640.5800		
Email:	vjones@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355-1481		
NAME OF SUBMITTER:	Philip J. Foret, Reg. No. 51689		
SIGNATURE:	/Philip J. Foret/		
DATE SIGNED:	09/02/2016		
Total Attachments: 18			
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BILL OF SALE

This Bill of Sale, dated as of June 15, 2016 is made and entered into by Customers Bank, a bank organized in the Commonwealth of Pennsylvania, Customers Bancorp, Inc., a Pennsylvania corporation, (collectively, "Buyer") and Higher One, Inc., a Delaware corporation ("Seller"), pursuant to Section 3.02 of that certain Asset Purchase Agreement, dated as of December 15, 2015, by and among Seller, Buyer and the other parties named therein (the "Purchase Agreement"). Capitalized terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides, among other things, for the sale, assignment, transfer, conveyance and delivery by Seller to Buyer of the Purchased Assets, free and clear of all Encumbrances (other than any Permitted Encumbrances).

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances (other than any Permitted Encumbrances).

2. Seller hereby agrees, as and when requested by Buyer and at Buyer's sole expense, to execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and to take, or cause to be taken, all such further or other actions as are reasonably necessary to effectuate the terms hereof.

3. Seller, by its execution of this Bill of Sale, and Buyer, by its acceptance of this Bill of Sale by signing below, each hereby acknowledges and agrees that nothing contained in this Bill of Sale will in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Buyer or Seller set forth in the Purchase Agreement, this Bill of Sale being intended only to effect the sale, assignment, transfer, conveyance and delivery of the Purchased Assets pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. This Bill of Sale and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

5. This Bill of Sale may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Bill of Sale shall be deemed to be the delivery of an original counterpart of this Bill of Sale.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of Seller and Buyer have caused this instrument to be duly executed as of the date first above written.

HIGHER ONE, INC.

By: 

Name: Marc Sheinbaum

Title: Chief Executive Officer

ACCEPTED:

CUSTOMERS BANK

By: _____

Name: _____

Title: _____

CUSTOMERS BANCORP, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF, each of Seller and Buyer have caused this instrument to be duly executed as of the date first above written.

HIGHER ONE, INC.

By: _____

Name: _____

Title: _____

ACCEPTED:

CUSTOMERS BANK

By: Robert E. Wahlman

Name: Robert E. Wahlman

Title: EVP & CFO

CUSTOMERS BANCORP, INC.

By: Robert E. Wahlman

Name: Robert E. Wahlman

Title: EVP & CFO

[Signature Page to Bill of Sale]

ASSET PURCHASE AGREEMENT

among

HIGHER ONE, INC.,

HIGHER ONE HOLDINGS, INC.,

CUSTOMERS BANK

and

CUSTOMERS BANCORP, INC.

dated as of

December 15, 2015

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of December 15, 2015, is entered into among Higher One, Inc., a Delaware corporation (“**Seller**”), Higher One Holdings, Inc., a Delaware corporation (“**Parent**”), and Customers Bank, a bank organized in the Commonwealth of Pennsylvania (“**CB**”) and Customer’s Bancorp, Inc., a Pennsylvania corporation (“**Bancorp**” and together with CB, “**Buyer**”).

RECITALS

WHEREAS, Seller is engaged, through its disbursements division, in the business of disbursing refunds for its higher education institutional clients and servicing student-oriented checking accounts for the students of those clients (excluding the eRefund Service, the “**Business**”);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, Seller is a wholly-owned subsidiary of Parent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Allocation Schedule**” has the meaning set forth in **Section 2.06**.

“**Annual Financial Statements**” has the meaning set forth in **Section 4.04**.

“**Assigned Contracts**” has the meaning set forth in **Section 2.01(b)**.

“**Tangible Personal Property**” has the meaning set forth in **Section 2.01(d)**.

“**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Territory**” means the United States of America.

“**Third Party Claim**” has the meaning set forth in **Section 8.05(a)**.

“**Transaction Documents**” means this Agreement, the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Agreement, the License Agreement, the Transition Services Agreement, and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transition Services Agreement**” has the meaning set forth in **Section 3.02(a)(vi)**.

“**Transferred Employee**” has the meaning set forth in **Section 6.05(a)**.

“**TSA Expiration Date**” has the meaning set forth in **Section 6.05(a)**.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.01 **Purchase and Sale of Assets**. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the following assets, properties and rights of Seller, to the extent that such assets, properties and rights exist as of the Closing Date and exclusively relate to or are exclusively utilized in connection with the Business (collectively, the “**Purchased Assets**”):

- (a) all accounts or notes receivable of the Business;

(b) all Contracts set forth on **Section 2.01(b)** of the Disclosure Schedules, all Contracts relating exclusively to the Business entered into by Seller after the date of this Agreement in compliance with **Section 6.01** and the Intellectual Property Agreements set forth on **Section 4.10(a)** of the Disclosure Schedules (collectively, the “**Assigned Contracts**”);

(c) all Intellectual Property Assets;

(d) all furniture, fixtures, equipment, supplies and other tangible personal property of the Business listed on **Section 2.01(d)** of the Disclosure Schedules (the “**Tangible Personal Property**”);

(e) all Permits listed on **Section 2.01(e)** of the Disclosure Schedules;

(f) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees set forth on **Section 2.01(f)** of the Disclosure Schedules;

(g) all of Seller’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any other Purchased Assets;

(h) originals, or where not available or contained within records or electronic systems of Seller also used for businesses other than the Business, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, internal financial statements and marketing and promotional surveys, material and research, that exclusively relate to the Business or the Purchased Assets, other than books and records set forth in **Section 2.02(d)** (“**Books and Records**”); and

(i) all goodwill associated with any of the assets described in the foregoing clauses.

Section 2.02 Excluded Assets. Other than the Purchased Assets subject to **Section 2.01**, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (the “**Excluded Assets**”). Excluded Assets include the following assets and properties of Seller:

(a) all cash and cash equivalents, bank accounts and securities of Seller;

(b) all Contracts that are not Assigned Contracts;

(c) all Intellectual Property other than the Intellectual Property Assets;

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller,

(b) Except as set forth on **Section 4.06(b)** of the Disclosure Schedules, Seller is not in breach of, or default under, any Material Contract.

Section 4.07 Title to Tangible Personal Property. Except as set forth in **Section 4.07** of the Disclosure Schedules, Seller has good and valid title to, or a valid leasehold interest in, all Tangible Personal Property included in the Purchased Assets, free and clear of Encumbrances except for Permitted Encumbrances.

Section 4.08 Sufficiency of Assets. The Purchased Assets and Transferred Employees, together with the assets and services made available to Buyer through the Transition Services Agreement, are sufficient for the continued conduct of the Business immediately after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the material rights, property and assets necessary to conduct the Business substantially as currently conducted; provided that Buyer acknowledges that certain human resources, travel, corporate development, commercial banking, legal, accounting, finance, vendor management, insurance and tax-related functions provided to the Business by the Seller will be taken over by Buyer at the Closing. Except as set forth in **Section 4.08** of the Disclosure Schedules or to the extent made available to Buyer through the Transition Services Agreement, the Excluded Assets do not include any material assets owned or used by Seller in connection with the conduct of the Business as conducted by Seller immediately prior to the Closing.

Section 4.09 Real Property.

(a) Seller does not own any real property exclusively used in connection with the Business.

(b) **Section 4.09(b)** of the Disclosure Schedules sets forth all material real property leased by Seller and exclusively used in connection with the Business (collectively, the “**Leased Real Property**”), and a list, as of the date of this Agreement, of all leases for each Leased Real Property (collectively, the “**Leases**”).

(c) Seller has not received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the Leased Real Property, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the Leased Real Property as currently operated. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

Section 4.10 Intellectual Property.

(a) **Section 4.10(a)** of the Disclosure Schedules lists (i) all Intellectual Property Registrations and (ii) all Intellectual Property Agreements. Except as set forth in **Section 4.10(a)** of the Disclosure Schedules, or as would not have a Material Adverse Effect, Seller owns or has

the right to use all Intellectual Property Assets and the Intellectual Property licensed to Seller under the Intellectual Property Agreements.

(b) Except as set forth in **Section 4.10(b)** of the Disclosure Schedules, or as would not have a Material Adverse Effect, to Seller's Knowledge: (i) the conduct of the Business as currently conducted does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating or otherwise violating any Intellectual Property Assets. Notwithstanding anything to the contrary in this Agreement, this **Section 4.10(b)** constitutes the sole representation and warranty of Seller under this Agreement with respect to any actual or alleged infringement, misappropriation or other violation by Seller of any Intellectual Property of any other Person.

Section 4.11 **Legal Proceedings; Governmental Orders.**

(a) Except as set forth in **Section 4.11(a)** of the Disclosure Schedules, there are no actions, suits, claims, investigations or other legal proceedings pending or, to Seller's Knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities.

(b) Except as set forth in **Section 4.11(b)** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Business or the Purchased Assets.

Section 4.12 **Compliance With Laws; Permits.**

(a) Since January 1, 2012, Seller has been in compliance in all material respects with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchase Assets, except to the extent set forth in **Section 4.12(a)** of the Disclosure Schedules or to the extent any instances of non-compliance have been corrected, resolved or otherwise restored to material compliance with such Laws.

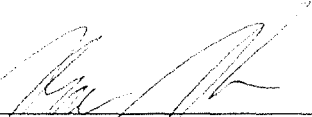
(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect, except where the failure to obtain such Permits would not have a Material Adverse Effect.

(c) None of the representations and warranties in **Section 4.12** shall be deemed to relate to employee benefits matters (which are governed by **Section 4.14**), employment matters (which are governed by **Section 4.15**) or tax matters (which are governed by **Section 4.16**).

Section 4.13 **Brokers.** Except for Raymond James & Associates, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

HIGHER ONE, INC.

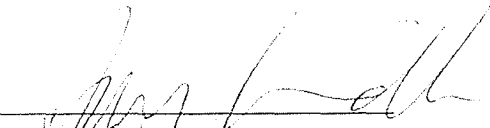
By 
Name: Marc Sherbaum
Title: President and CEO

For purposes of Sections 6.10
and 6.11 only:

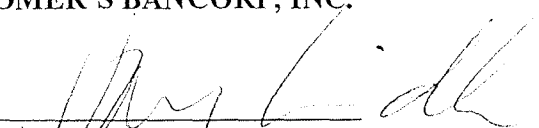
HIGHER ONE HOLDINGS, INC.

By 
Name: Marc Sherbaum
Title: President and CEO

CUSTOMERS BANK

By 
Name: Jeff Siskin
Title: Chairman and CEO

CUSTOMER'S BANCORP, INC.

By 
Name: Jeff Siskin
Title: Chairman and CEO

[Signature Page to Asset Purchase Agreement]

DISCLOSURE SCHEDULES
to the
ASSET PURCHASE AGREEMENT
among
HIGHER ONE, INC.
HIGHER ONE HOLDINGS, INC.
CUSTOMERS BANK
and
CUSTOMERS BANCORP, INC.

INTRODUCTION

Attached are the Disclosures Schedules (the “*Schedules*”) as referred to in that certain Asset Purchase Agreement (the “*Agreement*”), dated as of December 15, 2015, among Higher One, Inc., a Delaware corporation (“*Seller*”), Higher One Holdings, Inc., a Delaware corporation (“*Parent*”) and Customers Bank, a bank organized in the Commonwealth of Pennsylvania (“*CB*”) and Customer’s Bancorp, Inc., a Pennsylvania corporation (“*Bancorp*” and together with CB, “*Buyer*”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement and are neither intended to constitute nor shall be construed as constituting representations or warranties of Seller except as and to the extent provided in the Agreement. Any disclosure of a matter in a section of these Schedules shall be deemed to have been provided with respect to all such sections and all such Schedules with respect to which such disclosure is applicable to the extent such applicability is reasonably apparent from such disclosure.

Any information or dollar thresholds set forth in these Schedules shall not be used as a basis for interpreting the terms “material,” “Material Adverse Change,” or other similar or correlative terms in the Agreement.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in the disclosure schedules. Such additional matters are set forth for information purposes only and do not necessarily include other matters of a similar nature. Nothing reflected in these Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Without limiting the generality of the foregoing, inclusion of any item in these Schedules: (1) does not represent a determination that such item is material or establish a standard of materiality; (2) does not represent a determination that such item did not arise in the ordinary course of business; (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties; and (4) shall not constitute, or be deemed to be, an admission concerning such item.

Except as otherwise expressly indicated herein, all disclosures set forth herein are made as of the date of the Agreement. The heading and title references herein are for convenience of reference only, do not form a part of these Schedules and shall not be deemed to limit or otherwise affect any of the disclosures herein.

Section 3.02(a)(v)

Intellectual Property

Patent No.	Title
7,249,096	Systems and Methods for Facilitating a Distribution of Bank Accounts via an Educational Institution
7,496,536	Systems and Methods to Facilitate a Transfer of a Refund Amount from an Educational Institution to a Student
7,529,709	Systems and Methods to Facilitate a Transfer of a Refund Amount from an Educational Institution to a Student
7,792,744	Systems and Methods for Facilitating a Distribution of Bank Accounts via and Educational Institution
8,352,361	Methods of Delivering Payments to Multiple Parties

Section 4.10

Intellectual Property

(a)

Reference is made to Attachment to Schedule 2.01(b) – Assigned Contracts.

Trademarks

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
MY ONE	85/630549	4271933	Registered	United States	5/21/2012	1/8/2013
POWERED BY FEEDBACK	85/778752	4417279	Registered	United States	11/14/2012	10/15/2013
REFUND MANAGEMENT	77/196885	3452385	Registered	United States	6/4/2007	6/24/2008
START WITH CHANGE	86/551429	4930610	Registered	United States	3/3/2015	4/5/2016

Domain Names

Reference is made to Attachment to Schedule 4.10(a) – Domain Names.