

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399131

| | | | |
|---|--|------------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900377746 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Santander Consumer Finance, S.A. | | 09/09/2016 | Corporation: SPAIN |
| RECEIVING PARTY DATA | | | |
| Name: | Banco Santander, S.A. f/k/a Banco Santander Central Ispano, S.A. | | |
| Doing Business As: | | | |
| Street Address: | Paseo de Pereda 9-12 | | |
| City: | Santander | | |
| State/Country: | SPAIN | | |
| Postal Code: | 39004 | | |
| Entity Type: | Corporation: SPAIN | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3423933 | SANTANDER AUTO FINANCE | |
| Registration Number: | 3474670 | SANTANDER CONSUMER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 40186182 | | |
| <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: | 401-861-8200 | | |
| Email: | trademark@psh.com | | |
| Correspondent Name: | John E. Ottaviani, Esq. | | |
| Address Line 1: | 40 Westminster Street, Suite 1100 | | |
| Address Line 4: | Providence, RHODE ISLAND 02903 | | |
| ATTORNEY DOCKET NUMBER: | 14899-2 | | |
| NAME OF SUBMITTER: | John E. Ottaviani | | |
| SIGNATURE: | /jeo/ | | |
| DATE SIGNED: | 09/20/2016 | | |
| Total Attachments: 3 | | | |
| source=Executed Trademark Assignment#page1.tif | | | |

source=Executed Trademark Assignment#page2.tif

source=Executed Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Assignment”), dated September, 2016 (the “Effective Date”), is by and between **SANTANDER CONSUMER FINANCE, S.A.**, a Spanish corporation with its registered office in Ciudad Grupo Santander Avenida Cantabria s/n, Boadilla del Monte, Madrid, 28660 Spain (the “Assignor”) and **BANCO SANTANDER, S.A.**, (formerly known as BANCO SANTANDER CENTRAL HISPANO, S.A.) a Spanish corporation with its registered office in Paseo de Pereda 9-12, Santander, Cantabria, 39004 Spain (the “Assignee”).

WHEREAS, Assignor is the joint owner to certain U.S. registered trademarks filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise using the prefix (the “Assigned Marks”);

WHEREAS, the Assigned Marks is jointly owned by Assignor and Assignee; and

WHEREAS, Assignee now desires to acquire all of Assignor’s right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of Assignor’s business symbolized by the Assigned Marks and Assignor desires to assign such right, title and interest to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Acceptance. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee and its successors, assigns, or other legal representatives, all of Assignor’s right, title and interest throughout the world in and to the Assigned Marks, together with the goodwill of the Assignor’s business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks. Assignee does hereby accept all of Assignor’s right, title and interest throughout the world in and to the Assigned Marks, together with the goodwill of the Assignor’s business symbolized by the Assigned Marks.

2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.

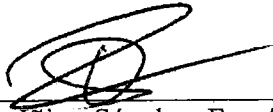
3. Future Cooperation. Assignor further agrees to execute and deliver all reasonably requested assignments and other documents, and to take such other reasonable measures as Assignee shall reasonably request in order to confirm, perfect or evidence more clearly Assignee’s rights in the Assigned Marks.

4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the Effective Date by their respective authorized representatives.

ASSIGNOR:

SANTANDER CONSUMER FINANCE, S.A.

Signature: 

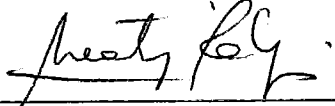
Printed Name: Iñigo Sánchez Fernández de la Puente

Title: Empowered

Date: September 9th 2016

ASSIGNEE:

BANCO SANTANDER, S.A.

Signature: 

Printed Name: Beatriz Pellejero Vázquez

Title: Empowered

Date: September 9th 2016

EXHIBIT A

| Owners | Country | Mark | File Date | Application No. | Registration No. | Registration Date |
|--|----------------|--|-------------------|------------------------|-------------------------|--------------------------|
| Santander Consumer Finance, S.A. and Banco Santander, S.A. | USA | SANTANDER AUTO FINANCE (word mark) | June 8, 2007 | 77/201,245 | 3423933 | May 6, 2008 |
| Santander Consumer Finance, S.A. and Banco Santander, S.A. | USA | SANTANDER CONSUMER (word mark) | April 11, 2007 | 77/154,146 | 3474670 | July 29, 2008 |