

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMCG Holdings, LLC		12/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First Manhattan Consulting Group, LLC		
Street Address:	3680 Victoria Street North		
City:	Shoreview		
State/Country:	MINNESOTA		
Postal Code:	55126		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3497895	FINANCIAL PERSONALITIES	
Registration Number:	3211373	FINANCIAL PERSONALITY	
Registration Number:	2652870	FINANCIAL PERSONALITY	
Registration Number:	4541502	CONSUMER FINANCIAL INSIGHTS	
Registration Number:	4078308	HOUSEHOLD DEPOSITS SCORE	
Registration Number:	4228060	NET ASSETS SCORE	
Registration Number:	4228059	INVESTABLE ASSETS SCORE	
Registration Number:	4078310	MORTGAGE REFINANCE SCORE	
Registration Number:	4377913	INVESTMENT BALANCES SCORE	
Registration Number:	4632850	BUSINESS FINANCIAL INSIGHTS	
Serial Number:	86964751	CONSUMERSPEND	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612.332.5300		
Email:	deluxetm@merchantgould.com		
Correspondent Name:	Heather J. Kliebenstein		
Address Line 1:	P.O. Box 2910		

OP \$290.00 3497895

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER: 12839.00000007

NAME OF SUBMITTER: Heather J. Kliebenstein

SIGNATURE: /Heather J, Kliebenstein/

DATE SIGNED: 01/25/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”), effective as of December 1, 2011, by and between Assignor, Assignee and Assignee’s Consulting Group

WHEREAS, Assignor is the owner of the trademark registrations identified in the attached Schedule A (the “**Trademarks**”);

WHEREAS, Assignor wishes to convey to Assignee all of Assignor’s right, title and interest in and to the Trademarks; and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Trademarks.

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

1. **Conveyance.** As of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, including all goodwill associated therewith and symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Trademarks.

2. **Recordation.** Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Assigned Trademarks.

3. **Further Assurances.** Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Trademarks.

4. **Successors and Assigns.** The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the parties and their respective successors and permitted assigns.

5. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by the different parties in separate counterparts, each of which

when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. **Titles and Headings.** Titles and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

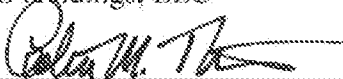
7. **Governing Law.** This Assignment and any dispute shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of laws other than the laws of the State of Delaware.

8. **Relationship with Purchase Agreement.** Notwithstanding anything to the contrary, this Agreement is being adopted in connection with the Equity Purchase Agreement to be effective on December 30, 2016 (the "**Purchase Agreement**") among each of the parties hereto, Deluxe Financial Services, LLC ("**Buyer**"), and the other parties thereto, as part of the "Pre-Closing Reorganization" contemplated thereby, and this Agreement and the documents attached hereto shall be construed accordingly. No provision of this Agreement or the documents attached hereto shall be deemed to alter or amend the terms or provisions of the Purchase Agreement or limit any rights of the Buyer thereunder. If there is any conflict between the terms and conditions of this Agreement or the documents attached hereto, on the one hand, and the terms and conditions of the Purchase Agreement, on the other hand, this Agreement and the documents attached hereto shall be interpreted to harmonize with the terms and conditions of the Purchase Agreement to the extent possible, and if there are any terms and conditions that cannot be harmonized, the terms and conditions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

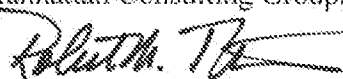
ASSIGNOR

FMCG Holdings, LLC

By: 
Name: Robert M. Tetenbaum
Title: Manager

ASSIGNEE

First Manhattan Consulting Group, LLC

By: 
Name: Robert M. Tetenbaum
Title: Manager

[Signature Page -- Trademark Assignment (Holdings to OpCo)]

**SCHEDULE A
TRADEMARKS**

Mark	Type	Owner	App No. / App Date	Reg. No / Reg. Date
Financial Personalities	Standard Character Mark	FMCG Holdings, LLC	77226626 July 11, 2007	3497895 September 8, 2008
Financial Personality	Standard Character Mark	FMCG Holdings, LLC	78875583 May 3, 2006	3211373 Feb 20, 2007
Financial Personality	Typed Drawing	FMCG Holdings, LLC	76219414 Mar 2, 2001	2652870 Nov 19, 2002
Consumer Financial Insights	Standard Character Mark	FMCG Holdings, LLC	85704674 Aug 15, 2012	4541502 Jun 3, 2014
Household Deposits Score	Standard Character Mark	FMCG Holdings, LLC	85110647 Aug 18, 2010	4078308 Dec 27, 2011
Net Assets Score	Standard Character Mark	FMCG Holdings, LLC	85457988 Oct 27, 2011	4228060 Oct 16, 2012
Investable Assets Score	Standard Character Mark	FMCG Holdings, LLC	85456078 Oct 25, 2011	4228059 Oct 16, 2012
Mortgage Refinance Score	Standard Character Mark	FMCG Holdings, LLC	85130547 Sep 15, 2010	4078310 Dec 27, 2011
Investment Balances Score	Standard Character Mark	FMCG Holdings, LLC	85722511 Sep 6, 2012	4377913 Jul 30, 2013
Business Financial Insights	Standard Character Mark	FMCG Holdings, LLC	85711425 23-AUG-2012	4632850 4-NOV-2014
ConsumerSpend	Standard Character Mark	FMCG Holdings, LLC	86964751 5-APR-2016	--