

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPES Advisors, Inc.		05/15/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flagstar Bank		
Street Address:	5151 Corporate Drive		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	FSB, a federal savings association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87319109	TWICE THE ADVICE	
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>			
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	Guy W. Barcelona Jr.		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Guy W. Barcelona Jr.		
SIGNATURE:	/Guy W. Barcelona Jr./		
DATE SIGNED:	05/18/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of May 15, 2017 (the “Effective Date”), is made by OPES Advisors, Inc., a corporation organized and existing under the laws of the state of California (“Assignor”), in favor of Flagstar Bank, FSB, a federal savings association (“Assignee”), in connection with the transfer of certain assets of Assignor to Assignee pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated April 3, 2017 (as amended, the “Agreement”).

WHEREAS, under the terms of the Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, among other assets, the trademark set forth on Appendix I (“Transferred Trademark”).

WHEREAS, Assignee is acquiring certain assets of Assignor pursuant to the Agreement, which include the portion of the business to which the Transferred Trademark pertains.

WHEREAS, Assignee wishes to obtain all of Assignor’s right, title and interest in and to the Transferred Trademark.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

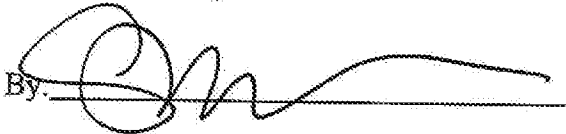
Effective as of the Effective Date, and on the terms and subject to conditions of the Agreement, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Transferred Trademark together with the goodwill of the business which they represent symbolized by the Transferred Trademark, including all associated trademark rights and service mark rights held by Assignor, together with all registrations and applications for registration of the Transferred Trademark, all claims, demands and rights to recovery that Assignor has or may have for past or future infringements, dilution or other violations of such Transferred Trademark, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, and all royalties, fees, income and other payments and proceeds accrued on or after the Effective Date arising from the Transferred Trademark, and to apply in any or all countries of the world for registration of the Transferred Trademark. Assignor represents and warrants that it has the full power and authority to enter into this Assignment in connection with the transfer to Assignee of the Transferred Trademark.

Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby authorizes the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee, its successor or assign as the owner of the Transferred Trademark, and to issue all registrations for the foregoing, to be in the name of Assignee, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. Assignor (on behalf of itself, its successors, assigns and legal representatives) and Assignee shall each promptly take, and shall cause their respective Affiliates (as defined in the Purchase Agreement) to take, any and all additional actions as may be necessary or appropriate to effect the assignment transactions contemplated, including but not limited to execution and

delivery of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

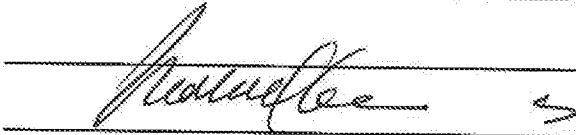
OPES Advisors, Inc.

By: 

Name: Susan McHan

Title: President, CEO and Secretary

Signed in my presence this 15 day of May 2017

 see Notary

Notary Public

WITNESS:

By: 

Name: MONA NITAL

Address: 19330 STEVENS CREEK BLVD
CUPERTINO CA 95014

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006062 FRAME: 0390

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On May 15, 2017 before me, Mabel Lue, Notary Public
(insert name and title of the officer)

personally appeared Susan Mchan
who proved to me on the basis of satisfactory evidence to be 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

Flagstar Bank, FSB

By: Lee M. Smith

Name: Lee M. Smith

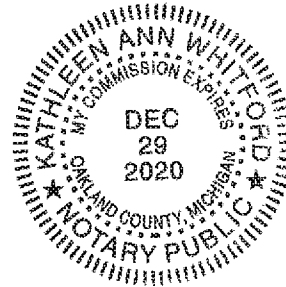
Title: EVP, Chief Operating Officer

Signed in my presence this 15th day of

May 2017

Kathleen A. Whitford

Notary Public



WITNESS:

By: Marie Granowicz

Name: Marie Granowicz

Address: 5151 Corporate Dr.

Troy, MI 48098

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006062 FRAME: 0392

Appendix 1

Transferred Trademark

Trademark	Country	Class	Filing Date	Application Number	Registration Number	Registration Date
TWICE THE ADVICE	United States	36	January 31, 2017	U.S. Ser. No. 87/319,109	N/A	N/A