

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432398

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Drake Enterprises, LTD | | 11/01/2016 | Corporation: NORTH CAROLINA |
| EPS Financial, LLC | | 11/01/2016 | Limited Liability Company: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | MetaBank | | |
| Street Address: | 5501 Broadband Lane | | |
| City: | Sioux Falls | | |
| State/Country: | SOUTH DAKOTA | | |
| Postal Code: | 57108 | | |
| Entity Type: | federally chartered thrift: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4792929 | EPS | |
| Registration Number: | 4843776 | E-BONUS | |
| Registration Number: | 3983157 | E1 | |
| Registration Number: | 4043477 | E-COLLECT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6053393357 | | |
| <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: | 605.336.3890 | | |
| Email: | Troy.Leonard@woodsfuller.com | | |
| Correspondent Name: | Troy Leonard | | |
| Address Line 1: | 300 S. Phillips Ave., | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Sioux Falls, SOUTH DAKOTA 57104 | | |
| NAME OF SUBMITTER: | TROY LEONARD | | |
| SIGNATURE: | /troy leonard/ | | |
| DATE SIGNED: | 06/23/2017 | | |

OP \$115.00 4792929

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of November 1, 2016 is made by EPS FINANCIAL, LLC, a North Carolina limited liability company ("**Seller**"), and DRAKE ENTERPRISES, LTD., a North Carolina corporation ("**Drake**"), in favor of METABANK, a federally chartered stock savings bank ("**Purchaser**").

WHEREAS, this Trademark Assignment is delivered pursuant to that certain Asset Purchase Agreement, dated as of October 1, 2016, by and among Purchaser, Meta Financial Group, Inc., Drake and Seller (the "**Purchase Agreement**"); and

WHEREAS, under the terms of the Purchase Agreement, Seller and Drake have agreed to sell, assign, transfer and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller and Drake, among other assets, certain intellectual property of Seller and Drake.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignment. Each of Seller and Drake hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's and Drake's worldwide right, title, and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations set forth on Schedule 1 hereto and all common law rights in such marks, together with the goodwill connected with the use of, and symbolized by, such marks (the "**Trademarks**");

(b) all rights of any kind whatsoever of each of Seller and Drake accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Seller or Drake with respect to any and all of the foregoing; and

(d) any and all claims and causes of action against any third party, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each of Seller and Drake hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, each of Seller and Drake shall promptly take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, including any country-specific assignment papers, as may be necessary to effect, evidence, record, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto. Each of Seller and Drake shall provide Purchaser, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Purchaser's request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Purchaser to effect, register or maintain the rights assigned herein, including: (a) the preparation, prosecution, maintenance, renewal, licensing and assignment by Purchaser of any applications or registrations assigned herein; and (b) the prosecution or defense by Purchaser of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller, Drake and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Notices. Any notice, request or other document to be given hereunder shall be given or sent to in accordance with Section 12.8 of the Purchase Agreement .

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

EPS FINANCIAL, LLC

By: Clark Gill

Name: Clark Gill

Title: President

DRAKE ENTERPRISES, LTD.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

METABANK

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

EPS FINANCIAL, LLC

By: _____

Name:

Title:

DRAKE ENTERPRISES, LTD.

By: Phil Drake

Name: PHIL DRAKE

Title: CEO

AGREED TO AND ACCEPTED:

METABANK

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006090 FRAME: 0701**

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

EPS FINANCIAL, LLC

By: _____

Name:

Title:

DRAKE ENTERPRISES, LTD.


By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

METABANK

By:  _____

Name: *J. Tylef Haahr*

Title: *Chief Executive Officer*

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

E1 Trademark Registration, Reg. No. 3,983,157, registered June 28, 2011.

E-COLLECT Trademark Registration, Reg. No. 4,043,477, registered October 18, 2011.

EPS Trademark Registration, Reg. No. 4,792,929, registered August 18, 2015.

E-BONUS Trademark Registration, Reg. No. 4,843,776, registered November 3, 2015.