

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/01/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareCredit LLC		06/23/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synchrony Financial		
<b>Street Address:</b>	777 Long Ridge Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2021305	CARECREDIT	
<b>Registration Number:</b>	4397219	CARECREDIT	
<b>Registration Number:</b>	4653973	CARECREDIT CARING COMMUNITIES	
<b>Registration Number:</b>	4397218		
<b>Registration Number:</b>	4696295	MAKING CARE POSSIBLE...TODAY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	3122071000		
<b>Email:</b>	mbenson@reedsmith.com		
<b>Correspondent Name:</b>	Lawrence E. James, Jr.		
<b>Address Line 1:</b>	Reed Smith LLP		
<b>Address Line 2:</b>	10 South Wacker Drive, 40th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Lawrence E. James, Jr.		
<b>SIGNATURE:</b>	/Lawrence E. James, Jr./		
<b>DATE SIGNED:</b>	08/17/2017		

OP \$140.00 2021305

**Total Attachments: 7**

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## GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective January 1, 2017, is made by CareCredit LLC, a California limited liability company, with its principal place of business at 2995 Red Hill Avenue, Suite 100, Costa Mesa, California 92626 (hereinafter "ASSIGNOR") and delivered to, and in favor of, Synchrony Financial, a Delaware corporation, with its principal place of business at 777 Long Ridge Road, Stamford, Connecticut 06902 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks and trade names found and described on Schedule A (hereinafter referred to as the "Marks");

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to Assignee, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

1. ASSIGNMENT. ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR'S entire right, title and interest in and to the Marks, as set forth on the attached SCHEDULE A, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. OWNERSHIP. ASSIGNOR represents and warrants that: (a) it is the owner of the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign ownership of the Marks; (c) it has not executed, and will not execute any agreement in conflict herewith.

3. RECORDATION. ASSIGNOR authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official

in the United States and in relevant jurisdictions outside the United States to record and register this Assignment.

4. FURTHER ASSURANCES. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.

5. AMENDMENTS AND SEVERABILITY. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

6. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.

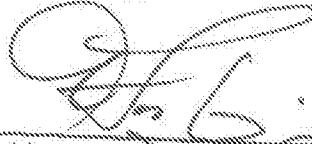
7. HEADINGS. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. COUNTERPARTS. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative effective as of the date first above written.

CareCredit LLC



By: \_\_\_\_\_  
Print Name: John F. [unclear]  
Title: CEO CareCredit

Synchrony Financial

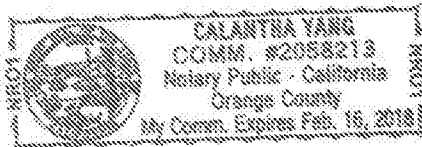



By: \_\_\_\_\_  
Print Name: Joseline Robinson  
Title: General Counsel

California  
STATE OF CONNECTICUT  
Orange  
COUNTY OF FAIRFIELD )

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.

On this 23 day of June, 2017 before me personally appeared David Fusoli, personally know to me, who, being by me duly sworn, did depose and say that he/she is the CEO of CareCredit LLC, the company described in and which executed the foregoing instrument; and that he/she is duly authorized to execute the foregoing instrument on behalf of said company.



  
NOTARY PUBLIC

(Notarial Seal)



**SCHEDULE A**



## CARECREDIT, LLC TRADEMARKS

MARK	FILED REG DT	APP # REG #	STATUS CLASSES
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**CANADA**

CARECREDIT	2/22/2002	1132079	REGISTERED
	3/15/2005	TMA639302	N/A
CARECREDIT CANADA	2/22/2002	1132080	REGISTERED
	3/18/2005	635449	N/A

**UNITED STATES**

CARECREDIT	12/27/1994	74/815,814	REGISTERED
	12/2/1996	2,021,305	036
CARECREDIT & DESIGN (WORDS & DESIGN)	5/11/2012	86/823,062	REGISTERED
	9/3/2013	4,397,219	036



CARECREDIT CARING COMMUNITIES	9/11/2013	86/081,892	REGISTERED
	12/9/2014	4,853,873	036



CARECREDIT DESIGN (DESIGN ONLY)	5/11/2012	86/823,059	REGISTERED
	9/3/2013	4,397,218	036



MAKING CARE POSSIBLE...TODAY	5/11/2012	86/823,064	REGISTERED
	3/3/2015	4,695,295	036

