

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/01/2017

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Trademark Holding, LLC		06/13/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86276645	ENGAGE WITH US
Serial Number:	86216819	S
Serial Number:	86240216	S SYNCHRONY BANK
Serial Number:	86180679	SYNCHRONY
Serial Number:	86240164	SYNCHRONY FINANCIAL
Serial Number:	86537559	THE SYNCHRONY SCOOP

## CORRESPONDENCE DATA

Fax Number: 3122076400

*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.*

Phone: 3122071000

Email: mbenson@reedsmith.com

Correspondent Name: Lawrence E. James, Jr.

Address Line 1: Reed Smith LLP

Address Line 2: 10 South Wacker Drive, 40th Floor

Address Line 4: Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Lawrence E. James, Jr.
<b>SIGNATURE:</b>	/Lawrence E. James, Jr./

OP \$165.00 86276645

<b>DATE SIGNED:</b>	08/17/2017
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**Total Attachments: 7**

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## GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective January 1, 2017, is made by **Blue Trademark Holding, LLC**, a Delaware limited liability company, with its principal place of business at 777 Long Ridge Road, Building B, 3rd Floor, Stamford, Connecticut 06902 (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.

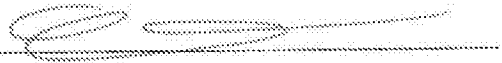
8. **COUNTERPARTS.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) §

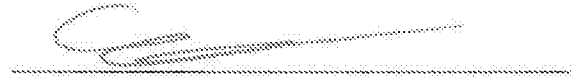
On this 13<sup>th</sup> day of June, 2017 before me personally appeared  
Henry Greg, personally know to me, who, being by me duly sworn, did  
depose and say that he/she is the Manager of Blue Trademark Holding, LLC, the company  
described in and which executed the foregoing instrument; and that he/she is duly authorized to  
execute the foregoing instrument on behalf of said company.



NOTARY PUBLIC  
EVA WILLATT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 7/3/21  
(Notarial Seal)

STATE OF CONNECTICUT )  
 )  
COUNTY OF FAIRFIELD )

On this 12<sup>th</sup> day of June, 2017 before me personally appeared  
Jonathan Walker, personally know to me, who, being by me duly sworn, did  
depose and say that he/she is the ~~General Counsel~~ of Synchrony Financial, 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  
**EVA WILLATT**  
NOTARY PUBLIC  
(Notary Commission Expires 3/31/24)

SCHEDULE A



**PUERTO RICO**

<u>MARK</u>	<u>FILED</u>	<u>APP. NO.</u>	<u>REG DATE</u>	<u>REG. NO.</u>
ENGAGE WITH US	5/9/2014	204848-09-0	5/9/2014	206870
ENGAGE WITH US	5/9/2014	204848-36-0	5/9/2014	206703
ENGAGE WITH US	5/9/2014	212122-35-0	5/9/2014	206702
S & DESIGN	3/10/2014	204186-09-0	3/10/2014	207382
S & DESIGN	3/10/2014	204186-36-0	3/10/2014	207380
SYNCHRONY	1/31/2014	2120367-36-0	1/31/2014	206867
SYNCHRONY	1/31/2014	2120365-09-0	1/31/2014	206930
SYNCHRONY BANK	4/2/2014	2120876-09-0	4/2/2014	206865
S SYNCHRONY BANK & DESIGN	4/2/2014	2138508-09-0	4/2/2014	206862
S SYNCHRONY BANK & DESIGN	4/2/2014	2138507-36-0	4/2/2014	206864
SYNCHRONY FINANCIAL	4/2/2014	2120875-09-0	4/2/2014	206857
SYNCHRONY FINANCIAL & DESIGN	4/2/2014	2138505-36-0	4/2/2014	206861

**UNITED STATES**

<u>MARK</u>	<u>FILED</u>	<u>APP. NO.</u>	<u>REG DATE</u>	<u>REG. NO.</u>
ENGAGE WITH US	5/9/2014	86/276645	NA	NA
S & DESIGN	3/10/2014	86/216819	4/25/2017	5191543
S SYNCHRONY BANK & DESIGN	4/2/2014	86/240216	NA	NA
SYNCHRONY	1/31/2014	86/180679	NA	NA
SYNCHRONY FINANCIAL & DESIGN	4/2/2014	86/240164	4/25/2017	5191548
THE SYNCHRONY SCOOP	2/17/2015	86/537559	NA	NA