

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440412

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synchrony Financial		06/12/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Synchrony Bank
Street Address:	170 West Election Road
Internal Address:	Suite 125
City:	Draper
State/Country:	UTAH
Postal Code:	84020
Entity Type:	a federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2021305	CARECREDIT
Registration Number:	4397219	CARECREDIT
Registration Number:	4653973	CARECREDIT CARING COMMUNITIES
Registration Number:	4397218	
Registration Number:	4696295	MAKING CARE POSSIBLE...TODAY.
Registration Number:	5191543	S
Registration Number:	5191548	SYNCHRONY FINANCIAL
Serial Number:	86276645	ENGAGE WITH US
Serial Number:	86240216	S SYNCHRONY BANK
Serial Number:	86180679	SYNCHRONY
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

OP \$290.00 2021305

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

NAME OF SUBMITTER: Lawrence E. James, Jr.

SIGNATURE: /Lawrence E. James, Jr./

DATE SIGNED: 08/23/2017

Total Attachments: 7

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GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective January 1, 2017, is made by **Synchrony Financial**, a Delaware corporation, with its principal place of business at 777 Long Ridge Road, Stamford, Connecticut 06902 (hereinafter "ASSIGNOR") and delivered to, and in favor of, **Synchrony Bank**, a federal savings bank organized under the laws of the United States of American, with its principal place of business at 170 West Election Road, Suite 125, Draper, Utah 84020 (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.

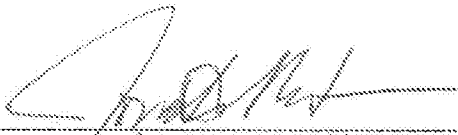
7. **HEADINGS.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

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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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.

Synchrony Financial

By: 
Print Name: Jameson Motrone
Title: General Counsel

Synchrony Bank

By: 
Print Name: Wendy Gandy
Title: VP, Legal Counsel

STATE OF CONNECTICUT)
) §
COUNTY OF FAIRFIELD)

On this 12th day of June, 2017 before me personally appeared
Jonathan Mohnor, 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

(Notarial Seal) COMMISSION EXPIRES 1/31/18

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) §

On this 13th 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 EVP of Synchrony Bank, 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.

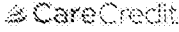



NOTARY PUBLIC
EVA WILLATT
NOTARY PUBLIC
MY COMMISSION EXPIRES 1/24/21

(Notarial Seal)

SCHEDULE A

SYNCHRONY FINANCIAL TRADEMARKS

<u>Image of Mark</u>	<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Class(es)</u>
		UNITED STATES					
	CARECREDIT	12/27/1994	74/615,914	12/3/1996	2021305	REGISTERED	036
	CARECREDIT (& DESIGN)	5/11/2012	85/623,062	9/3/2013	4397219	REGISTERED	036
	CARECREDIT CARING COMMUNITIES	9/11/2013	86/061,692	12/9/2013	4653973	REGISTERED	036
	CARECREDIT DESIGN ONLY	5/11/2012	85/623,059	9/3/2013	4397218	REGISTERED	036
	MAKING CARE POSSIBLE... TODAY.	5/11/2012	85/623,064	3/3/2015	4696295	REGISTERED	036

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