

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skyline Financial Corp.		03/09/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Finance of America Mortgage, LLC		
<b>Street Address:</b>	909 Lake Carolyn Parkway		
<b>Internal Address:</b>	Suite 1550		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4159443	SFC FINANCIAL NETWORK	
<b>Registration Number:</b>	4159444	SKYLINE FINANCIAL CORP.	
<b>Registration Number:</b>	4159445	SKYLINE HOME LOANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>	804-788-8331		
<b>Email:</b>	HWITM@HUNTON.COM		
<b>Correspondent Name:</b>	Stephen P. Demm, Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	84181.000024		
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm		
<b>SIGNATURE:</b>	/Stephen P. Demm/		
<b>DATE SIGNED:</b>	03/29/2018		
<b>Total Attachments: 10</b>			
source=Skyline - Assignment and Assumption of IP (Executed)#page1.tif			

CH \$90.00 4159443

source=Skyline - Assignment and Assumption of IP (Executed)#page2.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page3.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page4.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page5.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page6.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page7.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page8.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page9.tif  
source=Skyline - Assignment and Assumption of IP (Executed)#page10.tif

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This **ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT** (this “Assignment”), dated as of March 9, 2018, is by and among Skyline Financial Corp., a California corporation (“Assignor”), and Finance of America Mortgage, LLC, a Delaware limited liability company (“Assignee”).

### RECITALS

**WHEREAS**, Assignee, Assignor and Skyline Financial Holdings, Inc., a Delaware corporation, entered into an Asset Purchase Agreement, dated as of February 6, 2018, (as amended by that certain Letter Agreement, dated as of the date hereof, the “Agreement”), pursuant to which, among other things, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, as of the Effective Time, certain assets, including certain rights in intellectual property owned by Assignor; and

**WHEREAS**, in accordance with the Agreement, Assignee desires to ensure the proper assignment and conveyance of all of the Acquired IP (as defined in the Agreement), including, without limitation, the intellectual property identified on Exhibit A attached hereto, together with all goodwill associated therewith, any rights of Assignor to sue and recover for past, present or future infringements or misappropriations of any Acquired IP and all rights of Assignor to trade secret information, confidential information and proprietary information related to the Acquired IP (collectively, the “Assigned Intellectual Property”).

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Defined Terms**. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.
2. **Assignment**. Assignor hereby assigns, transfers, conveys, delivers and grants unto Assignee, its successors and assigns, as of the Effective Time, the Assigned Intellectual Property.
3. **Assumption**. Assignee hereby assumes and accepts from Assignor, as of the Effective Time, the Assigned Intellectual Property.
4. **Relation to Agreement**. This Assignment is being delivered pursuant to the Agreement and is subject, in all respects, to the terms and conditions of the Agreement. This Assignment shall not in any way supersede the Agreement, which remains in full force and effect pursuant to its terms and the parties thereto shall have the rights, duties and obligations provided for thereunder. In the event of any inconsistency between this Assignment and the Agreement, the Agreement shall control and prevail.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. Copies of executed counterparts transmitted by telecopy or other electronic transmission shall be considered original executed counterparts.

6. Governing Law. This Assignment and the transactions contemplated herein, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflict of laws principles thereof.

*[Signature Pages Follow]*

In accordance with the foregoing, each of Assignor and Assignee has executed this Assignment as of the date first written above.

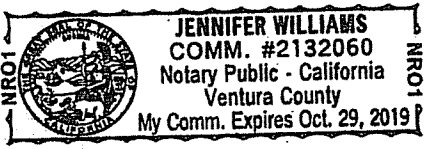
SKYLINE FINANCIAL CORP.


By:   
Name: William Dallas  
Title: Chief Executive Officer

CALIFORNIA )

COUNTY/CITY OF Los Angeles)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2018, by William Dallas as his free act and deed.



\_\_\_\_\_  
Notary Public: 

My commission expires: Oct 29, 2019

[Assignor's Signature Page]

FINANCE OF AMERICA MORTGAGE,  
LLC

By: [Signature]  
Name: GRHAM FLEMING  
Title: CEO

STATE: CALIFORNIA

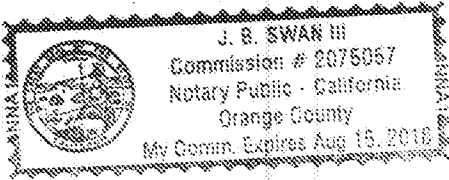
COUNTY/CITY OF ORANGE

The foregoing instrument was acknowledged before me this 06 day of MARCH  
2018, by GRHAM FLEMING as his free act and deed.

[Signature]

Notary Public: J.B. Swan III, Notary Public

My commission expires: 08/15/2015



[Assignee's Signature Page]

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

Patents and Patent Applications

Country	Patent No. or Application No	Issue Date or Filing Date	Title	Assignee	Comments
US	7,716,105	5/11/10	BROKERAGE MANAGEMENT SYSTEM AND METHOD	Skyline Financial Corp.	<u>Expired</u> due to non-payment of maintenance fees

**Trademark Registrations and Registration Applications**

Trademark	Owner	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
SFC FINANCIAL NETWORK	SKYLINE FINANCIAL CORP	UNITED STATES	76705595	07-DEC-2010	4159443	19-JUN-2012	Registered
SKYLINE FINANCIAL CORP.	SKYLINE FINANCIAL CORP	UNITED STATES	76705597	07-DEC-2010	4159444	19-JUN-2012	Registered
SKYLINE HOME LOANS	SKYLINE FINANCIAL CORP	UNITED STATES	76705598	07-DEC-2010	4159445	19-JUN-2012	Registered
SKYLINE HOME LOANS	SKYLINE FINANCIAL CORP.	Nebraska			10212318	24-JUL-2015	Registered
SKYLINE HOME LOANS	SKYLINE FINANCIAL CORP.	Arizona			618852	03-APR-2015	Registered
SFC FINANCIAL NETWORK	SKYLINE FINANCIAL CORP	UNITED STATES	76705138	20-OCT-2010			Pending
SKYLINE HOME LOANS	SKYLINE FINANCIAL CORP	UNITED STATES	76705137	20-OCT-2010			Pending



Domain Names

1. 2xlo.com
2. 2xyourproduction.com
3. BenefitIQ.com
4. CLEARHOME.COM
5. EliteLendingTeam.net
6. Fopmortgagebenefits.com
7. GoskylineDirect.com
8. HomeBenefitIQ.com
9. myskylinetv.com
10. ONLINECONSUMERLENDING.COM
11. Plending.com
12. Sfccommercial.com
13. SFCFinancial.com
14. SFCFINANCIALNETWORK.COM
15. SFCFN.com
16. SFCMARKETING.COM

17. SHL360.COM
18. Skyline2x.com
19. skylineadvisornetwork.com
20. skylineadvisorsnetwork.com
21. SKYLINECL.COM
22. SkylineFinancialCorp.com
23. SkylineFinancialNetwork.com
24. SkylineFunding.com
25. SkylineFunding.net
26. SkylineHL.com
27. SkylineHomeAccess.com
28. SKYLINEHOMELOAN.COM
29. skylinehomeloanapp.com
30. SkylineHomeLoans.com
31. skylinehomeloans.net
32. SkylineHomeLoansNW.com
33. SkylineHomeLoansReverse.com
34. SkylineHomeLoansTX.com

35. skylineloanapp.com
36. SkylineMarketingDepartment.com
37. SkylineMarketingdept.com
38. skylineprofessionalnetwork.com
39. skylinereverse.com
40. SKYLINEREVERSEMORTGAGE.COM
41. SkylineTrustedNetwork.com
42. SkylineTrustedNetwork.net
43. theplatinumawards.com
44. TrustedMortgagepro.com

**DBA**

1. Elite Lending