

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470210

<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>
Intercept Corporation		04/02/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First International Bank & Trust		
<b>Street Address:</b>	3001 25th Street South		
<b>City:</b>	Fargo		
<b>State/Country:</b>	NORTH DAKOTA		
<b>Postal Code:</b>	58103		
<b>Entity Type:</b>	Corporation: NORTH DAKOTA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4228256	INTERCEPTFT	
<b>Registration Number:</b>	3700834	XCELERATED	
<b>Registration Number:</b>	3737777	JOLOKIA	
<b>Registration Number:</b>	4216504	E CONTRACTS MAKE LIFE EASY	
<b>Registration Number:</b>	4284017	XCELERATED FUNDS	
<b>Serial Number:</b>	87634730	E CONTRACTS MAKE LIFE EASY	
<b>Registration Number:</b>	4362190	PAYMENTS IN A FLASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7012370544		
<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>	701-281-8822		
<b>Email:</b>	shasta@neustel.com		
<b>Correspondent Name:</b>	Neustel Law Offices, LTD		
<b>Address Line 1:</b>	2534 South University Drive		
<b>Address Line 2:</b>	Suite 4		
<b>Address Line 4:</b>	Fargo, NORTH DAKOTA 58103		
<b>NAME OF SUBMITTER:</b>	Shasta Schneider		
<b>SIGNATURE:</b>	/Shasta Schneider/		
<b>DATE SIGNED:</b>	04/17/2018		

OP \$190.00 4228256

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of April 2, 2018, is made by Intercept Corporation, a North Dakota corporation ("Seller"), located at 1700 42nd Street South, Suite 2000, Fargo, North Dakota 58103, in favor of First International Bank & Trust, a North Dakota state bank ("Buyer"), located at 3001 25th Street South, Fargo, North Dakota 58103, the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 4, 2017 as amended (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - (a) the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
  - (b) all rights of any kind whatsoever of Seller 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 with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 to be 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 North Dakota, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction).

*SIGNATURE PAGE FOLLOWS*

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

INTERCEPT CORPORATION

By: [Signature]  
Name: Bryan Smith  
Title: CO-TRADER

By: [Signature]  
Name: Craig Dresser  
Title:

Address for Notices:  
1700 42<sup>nd</sup> St. SW  
Fargo ND 58103

AGREED TO AND ACCEPTED:

FIRST INTERNATIONAL BANK & TRUST

By: [Signature]  
Name: Michael L. Tol  
Title: COO

Address for Notices:

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\_\_\_\_\_

Trademark Assignment

## SCHEDULE 1

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial No.	Trademark	Title/Status	Filing Date	Serial Number	Exp. Date	Cost, \$/€
INTE-006	INTERCEPT	1st Renewal Due - 5-6 Year (Sect. 8 & 15)	7/24/2006	77/630,296	10/23/2012	4,228,268
INTE-006	XCELERATED	1st Renewal Filed - Monitoring 2nd Renewal (5-10 Year)	7/24/2006	77/630,291	10/27/2009	3,700,834
INTE-016	JOLOKA	1st Renewal Filed - Monitoring 2nd Renewal (5-10 Year)	7/24/2006	77/630,299	1/12/2010	3,737,777
INTE-031	E CONTRACTS MAKE LIFE EASY (and design)	1st Renewal Filed - Monitoring 2nd Renewal (5-10 Year)	8/6/2011	86/362,031	10/3/2012	4,216,504
INTE-033	XCELERATED FUNDS	1st Renewal Filed - Monitoring 2nd Renewal (5-10 Year)	3/21/2012	86/575,358	1/29/2013	4,284,017
INTE-049	E CONTRACTS MAKE LIFE EASY	Notice of Publication Received	10/5/2017	87/834,730		
INTE-037	PAYMENTS IN A FLASH	U.S. Trademark Registered - Monitoring 1st Renewal (5-6 Year)	3/21/2012	86/575,268	7/2/2013	4,362,190