

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/02/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vector Trading (Cayman), L.P.		
Street Address:	One Market St.		
Internal Address:	c/o Vector Capital		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2197906	1 800 PRE-PAID	
Registration Number:	2889413	FLEXPOINTS	
Registration Number:	3765584	SINGLEFUND	
Registration Number:	2172372	THE SMARTER WAY TO CALL	
Registration Number:	2679672	VESTA	
Registration Number:	4818905	VSAFE	
Registration Number:	4846032	VUNIFIED	
Registration Number:	4855702	VADVANCED	
Registration Number:	4855701	VGUARANTEED	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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>			
Phone:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		

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Address Line 4:	San Francisco, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	78816-3
NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	08/03/2018
Total Attachments: 6 source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page1.tif source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page2.tif source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page3.tif source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page4.tif source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page5.tif source=1 - Vesta_Vector - EXECUTED Security Agreement Assignment (Trademarks)#page6.tif	

ASSIGNMENT OF SECURITY AGREEMENT AND NOTICES

This Assignment of Security Agreement (this “Security Agreement Assignment”), dated as of August 2, 2018, is executed by Bank of America, N.A., as transferor (the “Transferor Secured Party”), and Vector Trading (Cayman), L.P., as transferee (the “Transferee Secured Party”).

RECITALS

WHEREAS, pursuant to the Security and Pledge Agreement dated as of December 12, 2012 (as amended, modified, extended or restated from time to time, the “Security Agreement”) by and among Vesta Corporation (the “Grantor”), the other obligors party thereto, and the Transferor Secured Party, in its capacity as the administrative agent (the “Administrative Agent”) for the holders of the Secured Obligations referenced therein, the Grantor granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications listed on Schedule A and pursuant to which Grantor and the Administrative Agent entered into and filed with the U.S. Patent and Trademark Office the Notice of Grant of Security Interest in Trademarks, dated as of December 12, 2012 and the Notice of Grant of Security Interest in Trademarks, dated as of October 9, 2015 (together the “Notices”).

WHEREAS, pursuant to that certain Loan Sale and Assignment Agreement, dated as of August 2, 2018, the Transferor Secured Party resigned as Administrative Agent and sold, assigned, transferred and set over to Transferee Secured Party all of Transferor Secured Party’s right, title and interest in, to and under the Security Agreement and the Notices, among other things.

WHEREAS, the Transferor Secured Party and Transferee Secured Party desire to execute and deliver this Assignment of Security Agreement and the Notices for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, all of the Transferor Secured Party’s right, title and interest as Assignee under the Security Agreement and the Notices.

2. The security interest granted by the Security Agreement and the Notices includes a continuing security interest in, and a right to set off against, the trademarks and trademark applications listed on Schedule A.

3. The Transferee Secured Party may record this Assignment with the United States Patent and Trademark Office.

4. This Security Agreement Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement Assignment by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Security Agreement Assignment.

5. This Security Agreement Assignment and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Security Agreement Assignment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: 

Title: Senior Vice President

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By: _____
Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: _____
Title: _____

[Signature Page to Security Agreement Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

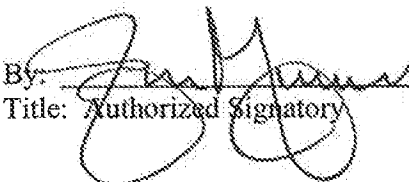
The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Title:

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By:  _____
Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: _____
Title: _____

[Signature Page to Security Agreement Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Title:

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By: _____
Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: 
Name: Douglas M. Fieldhouse

Title: President

[Signature Page to Security Agreement Assignment]

Schedule A

1. REGISTERED TRADEMARKS

Trademark	Status	USPTO Registration Number
1 800 PRE-PAID	Registered with USPTO	Registration 2197906
FLEXPOINTS	Registered with USPTO	Registration 2889413
SINGLEFUND	Registered with USPTO	Registration 3765584
THE SMARTER WAY TO CALL	Registered with USPTO	Registration 2172372
VESTA	Registered with USPTO	Registration 2679672
VSAFE	Registered with USPTO	Registration 4818905
VUNIFIED	Registered with USPTO	Registration 4846032
VADVANCED	Registered with USPTO	Registration 4855702
VGUARANTEED	Registered with USPTO	Registration 4855701

2. TRADEMARK APPLICATIONS

Trademark	Status	USPTO Serial Number
POCKET ATM	Application filed	Serial No. 86571849

3. TRADEMARK LICENSES

None

[Schedule A to Security Agreement Assignment]