

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank N.A.		10/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CheckFree Services Corporation		
Street Address:	255 Fiserv Drive		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2826231	MONEYPASS	
Registration Number:	2934477	MONEYPASS	
Registration Number:	2934476	MONEYPASS	
Registration Number:	1775463	FASTBANK	
Registration Number:	1062455	FASTBANK	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	414-271-6560		
Email:	jltreml@michaelbest.com		
Correspondent Name:	Katrina Hull of Michael Best & Friedrich		
Address Line 1:	100 East Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Jaime Treml		
SIGNATURE:	/jaime treml/		
DATE SIGNED:	11/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of October 31, 2018 (the “Effective Date”), is made by and between U.S. Bank National Association (also known as U.S. Bank N.A.), having a principal place of business at 800 Nicollet Mall, Minneapolis, MN 55402 (“Assignor”), and CheckFree Services Corporation, having a principal place of business at 255 Fiserv Drive, Brookfield, WI 53045 (“Assignee”) (each of Assignor and Assignee, a “Party,” and, collectively, the “Parties”).

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of September 24, 2018 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks (as defined in the Purchase Agreement) included in such assets, including those trademark registrations and applications for trademark registration set forth on Exhibit A attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver all of Assignor’s right, title, and interest in and to the Assigned Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each of Assignor and Assignee hereby agrees as follows:

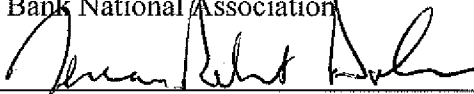
1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks including all goodwill associated therewith and symbolized thereby.
2. At Assignee’s reasonable request and at Assignee’s expense, Assignor shall execute any document or perform any further act necessary to effectuate the assignment of the Assigned Trademarks under Section 1 of this Agreement.
3. Assignor hereby authorizes and requests the Commissioner of Trademarks, or the applicable official, at the United States Patent and Trademark Office, and any official of any other jurisdiction or organization whose duty it is to issue Trademarks, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned Trademarks.
4. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

U.S. Bank National Association

By: 

Name: Terrance R. Dolan

Title: Vice Chairman and Chief Financial Officer

CheckFree Services Corporation

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

U.S. Bank National Association


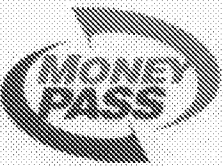

By: _____
Name:
Title:

CheckFree Services Corporation

By:  _____
Name: Robert W. Hau
Title: Chief Financial Officer & Treasurer

EXHIBIT A

Assigned Trademarks

Trademark	Registration No.	Registration Date	Jurisdiction
MONEYPASS	2826231	March 23, 2004	U.S. Federal
	2934477	March 22, 2005	U.S. Federal
	2934476	March 22, 2005	U.S. Federal
	1775463	June 8, 1993	U.S. Federal
FASTBANK	1062455	March 29, 1977	U.S. Federal