

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515845

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900480476		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NetSpend Corporation		12/14/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Halo4Empowerment, LLC		
<b>Street Address:</b>	9663 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 2222		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5394181	THE TRUTH CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024033006		
<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>	202-263-3041		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	Amy E. Carroll		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	18606620		
<b>NAME OF SUBMITTER:</b>	Amy E. Carroll		
<b>SIGNATURE:</b>	/amyecarroll/		
<b>DATE SIGNED:</b>	03/25/2019		
<b>Total Attachments: 4</b>			
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In re Document ID: 900480476

The Assignment Recordation Branch has issued a Notice of Non-Recordation of an Assignment Document (the "Notice") with respect to the attached assignment because "[t]he statement for the Goodwill of the business was omitted." In response, the attorney submitting this assignment for recordation respectfully notes that the goodwill of the business was, in fact, assigned with the mark that is the subject of the assignment notwithstanding that the document does not specifically reference the business goodwill. It should be noted here that a reference to the business goodwill assigned is not required to be included in the assignment document either by the language of the Lanham Act or under Office rules. The Notice does not cite to any Office rule that imposes the requirement that the goodwill be expressly mentioned in the assignment document, and the portion of the Lanham Act cited to for this proposition also does not impose a requirement that the assignment document include the word "goodwill" so long as the goodwill is, in fact, transferred. The language in the Lanham Act merely notes the following:

"A registered mark or a mark for which an application to register has been filed shall be assignable with the good will of the business in which the mark is used, or with that part of the good will of the business connected with the use of and symbolized by the mark."  
15 U.S.C. § 1060.

For the reasons set forth above, the attorney submitting the attached assignment for recordation respectfully request that the recordation be completed.

## ASSIGNMENT AND LICENSE

This ASSIGNMENT AND LICENSE (this "Agreement") is made and entered into as of December 14, 2017 (the "Effective Date"), by and between NETSPEND CORPORATION, a Delaware corporation ("Assignor"), and HALO4EMPOWERMENT, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark "The Truth Card" (the "Mark");

WHEREAS, pursuant to this Agreement, Assignee has and is to acquire all right, title and interest in and to the Mark throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all right, title and interest in and to the Mark throughout the world.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignor makes the following assignment and agrees as follows:

### I. ASSIGNMENT.

(a) Assignor hereby assigns and sells to Assignee all of Assignor's right, title and interest in and to the Mark throughout the world.

(b) At any time, and from time to time hereafter, subject to the terms of this Agreement, Assignor shall forthwith, upon Assignee's reasonable written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee.

(c) Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

2. LICENSE. Assignee hereby grants to Assignor a non-exclusive, royalty-free, fully paid-up license to use the Mark in connection with the prepaid cards distributed by Assignor prior to the Effective Date, including, without limitation, the servicing of such prepaid cards.

3. NO AMENDMENT. This Agreement may not be varied, altered, amended or supplemented, nor may any of its provisions be waived, except by a writing duly executed by Assignee and Assignor.

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4. GOVERNING LAW. This Agreement is entered into under, and shall be governed for all purposes by, the internal laws of the State of Texas as if made and entered into between two residents of that state. If any Party attempts to institute a legal proceeding to enforce or interpret the terms of this Agreement, or otherwise, such proceeding must be instituted and maintained exclusively in the state and federal courts located in Travis County, Texas, and each Party hereto expressly consents to the jurisdiction and venue of such court and waives any objections to such jurisdiction and venue in any action arising out of this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

5. ACKNOWLEDGEMENT. The parties hereby acknowledge that they have read this Assignment and knowingly and willingly agree to be bound by its terms and conditions.

6. COUNTERPARTS. This Assignment may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


*[signature page follows]*

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the first date set forth above.

NETSPEND CORPORATION

By:   
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Austin Smith  
\_\_\_\_\_  
Title  
SVP

HALO4EMPOWERMENT, LLC

By:   
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Jeffrey J. Dettraw  
\_\_\_\_\_  
Title  
CEO

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