

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consumer Credit Counseling Service of Maryland and Delaware, Inc.		07/10/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Blue Cross and Blue Shield of Florida, Inc.		
Street Address:	4800 Deerwood Campus Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32246		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4867657	GUIDEWELL FINANCIAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<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:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
SIGNATURE:	/Katharine F. Rowe/		
DATE SIGNED:	07/24/2019		
Total Attachments: 4			
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OP \$40.00 4867657

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of 7/16/2019 (the "Effective Date") is made by and between Consumer Credit Counseling Service of Maryland and Delaware, Inc. ("Assignor") with offices at 757 Frederick Road, Catonsville, MD 21228 and Blue Cross and Blue Shield of Florida, Inc. ("Assignee") with offices at 4800 Deerwood Campus Parkway, Jacksonville, FL 32246, in connection with the settlement of a dispute between the parties and the transfer of certain assets from Assignor to Assignee under that certain Settlement Agreement dated between the parties dated as of the Effective Date (the "Principal Agreement").

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO"),

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor'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 trademark and service mark GUIDEWELL FINANCIAL SOLUTIONS and the federal registration therefor, Reg. No. 4867657, and all issuances, extensions and renewals thereof;

(b) the domain names (the "Domain Names") set forth on Schedule 1 hereto;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; 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. Assignor authorizes the Commissioner for Trademarks of the US PTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all

documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's Domain Names in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) 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.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of 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).

(d) 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Consumer Credit Counseling Service
of Maryland and Delaware, Inc.

By 

Name: Helene Raynaud

Title: President and CEO

Date: July 10, 2019

Address for Notices: (as set forth in
the Principal Agreement)

AGREED TO AND ACCEPTED:

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By 

Name: Thomas R. Justice

Title: CFO

Date: July 15, 2019

Address for Notices: (as set forth in
the Principal Agreement)

SCHEDULE I

DOMAIN NAMES

Domain name	Registry	Date of renewal
guidewellfinancial.com	GoDaddy.com, LLC	1/27/2020
guidewellfinancial.net	GoDaddy.com, LLC	1/27/2020
guidewellfinancial.org	GoDaddy.com, LLC	1/27/2020
guidewellfinancial.xxx	GoDaddy.com, LLC	1/27/2020
guidewellfinancialsolutions.com	GoDaddy.com, LLC	2/5/2020
guidewellfinancialsolutions.net	GoDaddy.com, LLC	2/5/2020
guidewellfinancialsolutions.org	GoDaddy.com, LLC	2/5/2020
guidewellfinancialsolutions.xxx	GoDaddy.com, LLC	2/5/2020
guidewellfs.com	GoDaddy.com, LLC	1/27/2020
guidewellfs.net	GoDaddy.com, LLC	1/27/2020
guidewellfs.xxx	GoDaddy.com, LLC	1/27/2020