

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHN M. FLOYD AND ASSOCIATES, INC.		11/13/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JOHN M. FLOYD AND ASSOCIATES, INC.		
Street Address:	1415 North Loop West		
Internal Address:	Suite 500		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77008		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2548973	LOANOPTIMIZER.COM	
Registration Number:	2964000	JMFA DIRECT	
Registration Number:	2985537	JMFA	
Registration Number:	3017876	THE FLOYD REPORT	
Registration Number:	3074193	JOHN M. FLOYD & ASSOCIATES OVERDRAFT PRI	
Registration Number:	3074238	JMFA OVERDRAFT PRIVILEGE	
Registration Number:	3070415	LOAN OPTIMIZER	
Registration Number:	3207291	PRIVILEGE MANAGER CRM	
Registration Number:	5856094	JMFA NEXT GENERATION OVERDRAFT PRIVILEGE	
Serial Number:	88386619	JMFA NEXT GENERATION COURTESY PAY	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	317-713-3412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		

OP \$265.00 2548973

TRADEMARK

Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Tiffini Wagner

SIGNATURE: / Tiffini Wagner /

DATE SIGNED: 11/13/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is effective as of November 13, 2019, and is between John M. Floyd and Associates, Inc., a Texas corporation (“**Assignor**”) and John M. Floyd and Associates, Inc., an Indiana corporation (“**Assignee**”).

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, and all other trademarks of Assignor, registered or unregistered, together with the goodwill of the business associated therewith (collectively referred to as the “**Marks**”);

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office, as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

John M. Floyd and Associates, Inc., a Texas corporation

By: _____

Name: John M. Floyd

Title: President

ASSIGNEE:

John M. Floyd and Associates, Inc., an Indiana corporation

By: _____

Name: Christopher M. Eline

Title: Vice President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006795 FRAME: 0266

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

John M. Floyd and Associates, Inc., a Texas corporation

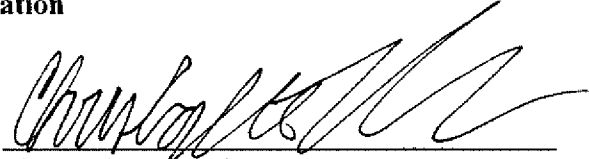
By: _____

Name: John M. Floyd

Title: President

ASSIGNEE:

John M. Floyd and Associates, Inc., an Indiana corporation

By:  _____

Name: Christopher M. Eline

Title: Vice President

Schedule A

Trademarks

- (1) LoanOptimizer.com
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 2,548,973
 - (c) Date of first use: April 13, 2000
 - (d) Registration Date: March 19, 2002
 - (e) Renewal Date: March 30, 2011
 - (f) Next Renewal Due Date: March 19, 2021 to March 21, 2022

- (2) JMFA Direct
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 2,964,000
 - (c) Date of first use: January 1, 2004
 - (d) Registration Date: June 28, 2005
 - (e) Next Renewal Due Date: August 16, 2024 to August 28, 2025

- (3) JMFA
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 2,985,537
 - (c) Date of first use: March 9, 1999
 - (d) Registration Date: August 16, 2005
 - (e) Renewal Date: September 4, 2014
 - (f) Next Renewal Due Date: August 16, 2024 to August 18, 2025

- (4) The Floyd Report
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 3,017,876
 - (c) Date of first use: June 2000
 - (d) Registration Date: November 22, 2005
 - (e) Renewal Date: December 16, 2014
 - (f) Next Renewal Due Date: November 22, 2024 to November 24, 2025

- (5) John M. Floyd and Associates Overdraft Privilege
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 3,074,193
 - (c) Date of first use: July 17, 2003
 - (d) Registration Date: March 28, 2006
 - (e) Renewal Date: April 23, 2015
 - (f) Next Renewal Due Date: March 28, 2025 to March 30, 2026

- (6) JMFA Overdraft Privilege
 - (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 3,074,238
 - (c) Date of first use: July 10, 2003

- (d) Registration Date: March 28, 2006
 - (e) Renewal Date: April 22, 2015
 - (f) Next Renewal Due Date: March 28, 2025 to March 30, 2026
- (7) Loan Optimizer
- (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 3,070,415
 - (c) Date of first use: May 15, 2000
 - (d) Registration Date: December 27, 2005
 - (e) Renewal Date: April 17, 2015
 - (f) Next Renewal Due Date: March 21m 2025 to March 23, 2026
- (8) Privilege Manager CRM
- (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Registration No. 3,207,291
 - (c) Date of first use: May 1, 2004
 - (d) Registration Date: February 13, 2007
 - (e) Renewal Date: April 22, 2016
 - (f) Next Renewal Due Date: February 13, 2026 to February 26, 2027
- (9) JMFA Next Generation Overdraft Privilege
- (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Serial No. 88/297,229
 - (c) Registration No. 5,856,094
 - (d) Date of first use: February 11, 2019
 - (e) Publication Date: June 25, 2019
 - (f) Registration Date: September 10, 2019
 - (g) Next Renewal Due date: September 10, 2028 to September 10, 2029
- (10) JMFA Next Generation Courtesy Pay
- (a) Record Owner: JOHN M. FLOYD AND ASSOCIATES, INC.
 - (b) US Serial No. 88/386,619
 - (c) Filing Date: April 15, 2019
 - (d) Published for Opposition Date: August 13, 2019
 - (e) Statement of Usage Date: October 9, 2019
 - (f) Registration Date: To occur after Closing