

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Express Travel Related Services Company, Inc.		03/28/2018	Corporation: NEW YORK
American Express Prepaid Card Management Corporation		03/28/2018	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Interactive Communications International, Inc.
Street Address:	250 Williams Street
Internal Address:	Suite M-100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4196007	A NEW DAY FOR YOUR MONEY
Registration Number:	4914840	BENEFITS OF BANKING WITHOUT ALL THE FEES
Registration Number:	4188149	BLUEBIRD
Registration Number:	4467188	
Registration Number:	4455918	
Registration Number:	4455916	BLUEBIRD
Registration Number:	4455917	BLUEBIRD
Registration Number:	4516303	IT FEELS GOOD TO BLUEBIRD
Registration Number:	4516308	SETASIDE
Registration Number:	4476372	YOUR CHECKING & DEBIT ALTERNATIVE
Registration Number:	3848846	GIFTING MADE BETTER
Registration Number:	3999414	SERVE
Registration Number:	4110050	SERVE

CH \$340.00 4196007

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 6785287645
Email: rlewis@incomm.com
Correspondent Name: Ryan J. Lewis
Address Line 1: 250 Williams Street
Address Line 2: Suite M-100
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Ryan J. Lewis
SIGNATURE:	/RJL/
DATE SIGNED:	12/18/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made as of March 31, 2018, by and among **INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.**, a Florida corporation ("InComm"), on the one hand, and **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**, a New York corporation ("AETRS"), and **AMERICAN EXPRESS PREPAID CARD MANAGEMENT CORPORATION**, an Arizona corporation ("PCMC" and collectively with AETRS, "AMEX"), on the other hand. Capitalized terms used but not defined in this Assignment shall have the respective meanings set forth in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 19, 2017, by and among AMEX and InComm.

BACKGROUND

WHEREAS, pursuant to the Purchase Agreement, AMEX has agreed, among other things, to sell, transfer, convey, assign and deliver to InComm, and InComm has agreed, among other things, to purchase and acquire from AMEX and take assignment and delivery from AMEX, the Purchased Assets, including all of AMEX's and its Affiliates' rights, titles and interests in and to the trademarks listed on the attached Schedule A hereto (herein defined as the "Trademarks").

TERMS

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, AMEX hereby sells, transfers, conveys, assigns and delivers to InComm, and InComm hereby purchases and acquires from AMEX and takes assignment and delivery from AMEX, all of AMEX's and its Affiliates' rights, titles and interests in and to all of the Trademarks, together with the goodwill of the business which they represent symbolized by the Trademarks, including all associated trademark rights and service mark rights, held by AMEX and its Affiliates, and all registrations and applications for registration of the Trademarks, all claims, demands and rights to recovery that AMEX and its Affiliates has or may have for past and future infringements, dilution or other violations of such Trademarks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. AMEX and InComm shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment transactions contemplated, including the execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to prepare and file assignments with the national trademark offices of each country shall be on InComm, and InComm shall bear the cost of filing such assignments.

3. AMEX hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any country foreign to the United States, to record this Assignment, as to the assigned Trademarks herein referred to.

4. This Assignment is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Assignment is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of AMEX and InComm under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Assignment will be binding upon and shall inure to the benefit of each of AMEX and InComm and their respective successors and permitted assigns.


6. The interpretation and construction of this Assignment, and all matters relating hereto (including the validity or enforcement of this Assignment), shall be governed by the Laws of the State of New York without regard to any conflicts or choice of laws provisions of the State of New York that would result in the application of the Laws of any other jurisdiction.

7. This Assignment may be executed in counterparts (including by electronic transmission, including “.PDF”), each of which shall be an original and all of which taken together shall constitute one instrument.

[Remainder of page intentionally left blank; signatures page follows.]

IN WITNESS WHEREOF, AETRS and PCMC have caused this Assignment to be executed and delivered as of the date first above written.

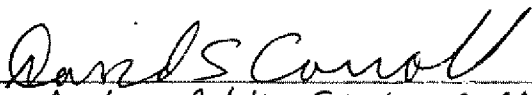
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: 
Name: Stephen J. Squeri
Title: Chairman and Chief Executive Officer

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK

Before me, the undersigned, a notary public, on this day personally appeared Stephen Squeri, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of American Express Travel Related Services Company, Inc., a New York corporation, and that such person signed as the act of such entity, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 28th day of March, 2018.


Notary Public, State of New York
Notary Public Signature
No. 02CA4867573
My Commission Expires: July 21, 2018
Qualified in New York County

AMERICAN EXPRESS PREPAID CARD
MANAGEMENT COMPANY

By Mary Ellen Jelenek
Name : Mary Ellen Jelenek
Title : CEO, PCMC

STATE OF NEW YORK
COUNTY OF RICHMOND) SS.

Before me, the undersigned, a notary public, on this day personally appeared Mary Ellen Jelenek, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of American Express Prepaid Card Management Corporation, an Arizona corporation, and that such person signed as the act of such entity, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 28 day of MARCH, 2018.

Notary Public Signature

My Commission Expires: _____

Joanne Basini
JOANNE BASINI
NOTARY PUBLIC, State of New York
No. 01BA4802547
Qualified in Richmond County
Commission Expires Feb. 28, 2019.

IN WITNESS WHEREOF, InComm has caused this Assignment to be executed and delivered as of the date first above written.

**INTERACTIVE COMMUNICATIONS
INTERNATIONAL, INC.**

By: *Scott Meyerhoff*

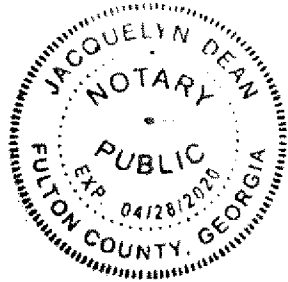
Name: Scott Meyerhoff

Title: COO, CFP

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

Before me, the undersigned, a notary public, on this day personally appeared Scott Meyerhoff, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of Interactive Communications International, Inc., a Florida corporation, and that such person signed as the act of such entity, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 20th day of March, 2018.



Jacquelyn Dean
Notary Public Signature

My Commission Expires: April 28, 2020

SCHEDULE A

Trademarks

1. United States Trademarks

Trademark	Registration Number	Registration Date	Class	Application Number	File Date
A NEW DAY FOR YOUR MONEY*	4196007	August 21, 2012	009 Int. and 036 Int.	85465888	November 7, 2011
BENEFITS OF BANKING WITHOUT ALL THE FEES*	4914840	March 8, 2016	009 Int. and 036 Int.	86451147	November 11, 2014
BLUEBIRD*	4188149	August 7, 2012	009 Int. and 036 Int.	85451752	October 20, 2011
BLUEBIRD Design (B&W)*	4467188	January 14, 2014	009 Int. and 036 Int.	85650342	June 13, 2012
BLUEBIRD Design (Color)*	4455918	December 24, 2013	009 Int. and 036 Int.	85650354	June 13, 2012
BLUEBIRD Word and Design (B&W)*	4455916	December 24, 2013	009 Int. and 036 Int.	85650339	June 13, 2012

Trademark	Registration Number	Registration Date	Class	Application Number	File Date
BLUEBIRD Word and Design (Color)*	4455917	December 24, 2013	009 Int. and 036 Int.	85650347	June 13, 2012
IT FEELS GOOD TO BLUEBIRD*	4516303	April 15, 2014	009 Int. and 036 Int.	85931187	May 14, 2013
SETASIDE*	4516308	April 15, 2014	036 Int.	85932475	May 15, 2013
YOUR CHECKING AND DEBIT ALTERNATIVE*	4476372	January 28, 2014	036 Int.	86007473	July 11, 2013
GIFTING MADE BETTER	3848846	September 14, 2010	035 Int. and 036 Int.	77/838910	October 1, 2009
SERVE	3999414	July 19, 2011	009 Int., 036 Int. and 038 Int.	85035517	May 11, 2010
SERVE + Logo	4110050	March 6, 2012	009 Int., 036 Int. and 038 Int.	85217177	January 13, 2011

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