

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555183

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
University Loyalty, Inc.		07/01/2019	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDS Ohio, Inc.		
<b>Street Address:</b>	250 Williams Street		
<b>Internal Address:</b>	Suite M-100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4715368	ZOOMO TRAVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6785287645		
<b>Email:</b>	rlewis@incomm.com		
<b>Correspondent Name:</b>	Ryan J. Lewis		
<b>Address Line 1:</b>	250 Williams Street		
<b>Address Line 2:</b>	Suite M-100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>NAME OF SUBMITTER:</b>	Ryan J. Lewis		
<b>SIGNATURE:</b>	/RJL/		
<b>DATE SIGNED:</b>	12/30/2019		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is made as of July 1, 2019 (the “Effective Date”), by and among **MERIDIAN ENTERPRISES CORPORATION**, a Missouri corporation (“Meridian”), **LOYALTYEDGE, LLC**, a Delaware limited liability company (“LoyaltyEdge” and, with Meridian, the “Sellers”), **UNIVERSAL LOYALTY COMPANY**, a Missouri corporation (“Universal”), and **FENNEL PROMOTIONS OF MISSOURI, INC.**, a Missouri corporation (“Fennell”), in favor of **IDS OHIO, INC.**, an Ohio corporation (“Assignee”). Universal, LoyaltyEdge, Meridian, and Fennell may each be individually referred to in this Agreement as an “Assignor Party”, and, collectively, as the “Assignor Parties”. This Assignment is being made pursuant to that certain Asset Purchase Agreement (“Purchase Agreement”) executed on even date herewith by and between Assignee and the Assignor Parties. All capitalized but undefined terms utilized in this Assignment shall have the meanings ascribed in the Purchase Agreement.

**RECITALS**

**WHEREAS**, the respective Assignor Parties are the owners of the trademark registrations and applications listed below (the “Trademarks”):

<b>Assignor Party</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration/Serial Number</b>	<b>Date of Issuance</b>
Universal	Zoomo	Australia	1479283 / 1479283	3/7/2012
Universal	Zoomo	Canada	913980 / 1567580	9/15/2015
Universal	Zoomo	European Community	10706166 / 10706166	8/7/2012
Universal	Zoomo	Japan	5506385 / 17099/2012	7/6/2012
Universal	Zoomo Travel	United States	4,715,368 / 86/357,779	4/7/2015
Meridian	BANKR	United States	5661125	01/22/2019
Meridian	Meridian	United States	1505067	09/20/1988; renewed 9/20/2018
Meridian	Meridicard	United States	1526070	02/21/1989; renewed 03/12/2018
Meridian	Merlin	United States	2642595	10/29/2002; renewed 5/22/2012
Meridian	Merlin (design)	Canada	555739	09/16/1999; renewed 12/19/2016
Meridian	Rewardage	United States	5068753	10/25/2016
Meridian	WhereverWeb	United States	5068455	10/25/2016

Assignor Party	Trademark	Jurisdiction	Registration/Serial Number	Date of Issuance
Meridian	World of Rewards	United States	2177352	07/28/1998, renewed 05/26/2018
Meridian	Meridian Loyalty	United States	5721379 / 88097473	4/9/2019
Meridian	Health Choice 365	United States	87694453	Filed 11/22/2017; Published for Opposition 05/22/2018
Meridian	Health Choice 365 (design mark)	United States	87694457	Filed 11/22/2017; Published for Opposition 04/17/2018
LoyaltyEdge	LoyaltyEdge	United States	3938753	03/29/2011
Fennell	ESHOP Rewards	United States	4370289 / 85817038	07/16/2013
Fennell	Supreme Privileges	United States	2504758 / 78032652	11/6/2001

**WHEREAS**, Assignee desires to acquire all rights, title and interests, including all common law rights that may exist therein, in and to the Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the respective Assignor Party connected therewith; and

**WHEREAS**, each Assignor Party owns all rights, title, and interests in and to its respective Trademarks, and whereas each Assignor Party has the right to sell, assign, and transfer its respective Trademarks to Assignee.

### **ASSIGNMENT**

**NOW THEREFORE**, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Each Assignor Party hereby assigns, sells, transfers, and conveys to Assignee, its successors and assigns, free and clear of all liens and encumbrances, all of such Assignor Party's rights, title and interests, including all common law rights that may exist therein, and all corresponding rights that now, or hereafter, may be secured throughout the world, in and to the Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the respective Assignor Party connected therewith and/or symbolized thereby, to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the respective Assignor Party if this assignment and sale had not been made.

Each Assignor Party also hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, the right to sue for and recover damages and payments for any and all

infringement of the any rights arising under or in connection with the Trademarks occurring prior to the date of this Assignment.

Each Assignor Party covenants and agrees to, promptly at any time upon the request of the Assignee and its successors and assigns, at Assignee's cost and expense, provide such further information, execute such further assignments and documents, and do all lawful acts as necessary to secure Assignee's rights in the Trademarks or any derivative marks therefrom.

Each Assignor Party warrants and represents to Assignee that such Assignor Party has full and unencumbered legal and equitable title to its respective Trademarks and has not granted any rights in the Trademarks to any other person, firm, corporation or entity.

Notwithstanding anything to the contrary herein, each Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.


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

*[Signatures on following page.]*


**IN WITNESS WHEREOF**, the Assignor Parties have executed this Assignment as of the Effective Date.

**ASSIGNOR PARTIES:**

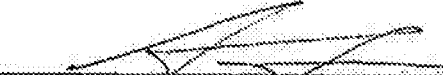
**Meridian Enterprises Corporation**

By:   
Name: Samuel G. Toumayan  
Title: President

**LoyaltyEdge, LLC**

By:   
Name: Samuel G. Toumayan  
Title: President

**Universal Loyalty Company**

By:   
Name: Samuel G. Toumayan  
Title: President

**ASSIGNEE:**

**IDS Ohio, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor Parties have executed this Assignment as of the Effective Date.

ASSIGNOR PARTIES:

**Meridian Enterprises Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LoyaltyEdge, LLC**

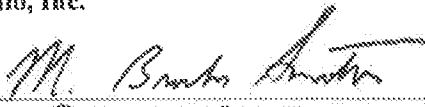
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Universal Loyalty Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

**IDS Ohio, Inc.**

By:  \_\_\_\_\_  
Name: BROOKS SMITH  
Title: CEO