

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quicken Inc.		09/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Information Services, LLC		
Street Address:	601 Riverside Avenue		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32204		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2325924	PAYTRUST	
CORRESPONDENCE DATA			
Fax Number:	2023545232		
<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:	202-808-3570		
Email:	docketing@kelly-ip.com		
Correspondent Name:	David M. Kelly and Lynn M. Jordan		
Address Line 1:	Kelly IP, LLP		
Address Line 2:	1300 19th Street, N.W., Suite 300		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	120.1415		
NAME OF SUBMITTER:	David M. Kelly		
SIGNATURE:	/David M. Kelly/		
DATE SIGNED:	01/30/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of August 20, 2019 (the “Effective Date”), by and between Quicken Inc., a Delaware corporation with a principal place of business at 3760 Haven Ave, Menlo Park CA 94025 (“**Quicken**”) and Fidelity Information Services, LLC, an Arkansas limited liability company with a principal place of business at 601 Riverside Avenue, Jacksonville, Florida 32204 (“**FIS**”).

RECITALS

WHEREAS, Quicken is the owner of the Paytrust Trademarks (as defined below) and the Paytrust Domain Names (as defined below);

WHEREAS, subject to the terms and conditions of this Agreement, Quicken has agreed to convey, assign, and transfer to FIS all right, title and interest in the Paytrust Trademarks and the Paytrust Domain Names;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth below:

- a. “Paytrust Trademarks” means: (a) those trade names, registered and unregistered trademarks, service marks and applications listed on Exhibit A; (b) all common law rights associated therewith; (c) all goodwill associated therewith; (d) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past and future infringement thereof.
- b. “Paytrust Domain Names” means those internet web sites and internet domain names listed on Exhibit B.

2. **Assignment.** In exchange for good and valuable consideration, the receipt of which Quicken hereby acknowledges, Quicken hereby assigns, conveys, and transfers to FIS all of Quicken’s rights, title and interest in and to the Paytrust Trademarks and the Paytrust Domain Names and all common law rights and remedies relating thereto, including, without limitation, exclusive rights to: (a) apply for, maintain and renew all applications, registrations and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, except against Quicken, and (c) grant licenses or other interests therein (collectively, the “Assigned Assets”). Quicken hereby waives any other rights it may have in the Assigned Assets that cannot be assigned to FIS but can be waived under the laws of the applicable jurisdiction.

3. **Further Assurances.** Quicken shall provide to Quicken, its successors, assigns and legal representatives, reasonable cooperation and assistance, all at Quicken’s expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or

and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as reasonably requested by Quicken, and as deemed necessary by both parties, to effect, perfect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including: (a) the preparation and prosecution of any applications or registrations assigned herein, and (b) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein.

4. Representations and Warranties.

(a) Quicken represents, warrants and agrees as follows:

- i. Quicken is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Quicken has all necessary corporate power and authority to execute, deliver and perform this Agreement.
- ii. Quicken has good and marketable title to each of the Assigned Assets. Quicken has all rights, power and authority to sell, convey, assign, transfer and deliver the Assigned Assets to FIS in accordance with the terms of this Agreement.
- iii. The execution, delivery and performance of this Agreement by Quicken has been duly and validly authorized by all necessary corporate action on the part of Quicken. This Agreement constitutes the legally valid and binding obligation of Quicken, enforceable against Quicken in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

(b) FIS represents, warrants and agrees as follows:

- i. FIS is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. FIS has all necessary power and authority to execute, deliver and perform this Agreement.
- ii. The execution, delivery and performance of this Agreement by FIS has been duly and validly authorized by all necessary corporate action on the part of FIS. This Agreement constitutes the legally valid and binding obligation of FIS, enforceable against FIS in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 ABOVE, THE PARTIES AGREE THAT THE ASSIGNED ASSETS ARE PROVIDED AND ASSIGNED BY QUICKEN TO FIS ON A STRICTLY "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT ALLOWED UNDER LAW QUICKEN HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE ASSIGNED ASSETS, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY

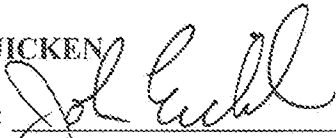
WARRANTY OF NON-INFRINGEMENT, VALIDITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

6. **Limitation of Liability.** QUICKEN'S TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE ASSIGNED ASSETS, WHETHER FOR BREACH OR IN TORT, SHALL BE LIMITED TO ONE-THOUSAND DOLLARS (\$1000); AND IN NO OTHER EVENT SHALL QUICKEN BE LIABLE TO FIS FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH THIS AGREEMENT OR THE ASSIGNED MARK, INCLUDING ANY LOST PROFITS. The parties have agreed that the limitations specified in this Section 6 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

7. **Miscellaneous.** This Agreement is executed by, and shall be binding upon, the parties hereto, their affiliates and their respective successors and assigns, for the uses and purposes set forth herein. This Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to conflict of law provisions. This Agreement may be amended, modified, or supplemented at any time by the parties, but only by an instrument in writing signed on behalf of the parties by their authorized representatives. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement. This Agreement constitutes the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

QUICKEN

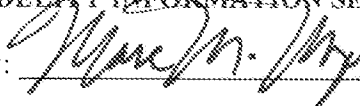
By: 

Print Name: John Eichhorn

Title: CFO

Date: 8/20/19

FIDELITY INFORMATION SERVICES, LLC

By: 

Print Name: Marc M. Mayo

Title: CEVP + Chief Legal Officer

Date: September 3, 2019

EXHIBIT A
PAYTRUST TRADEMARKS

Mark	Jurisdiction	Serial Number	Registration Number
PAYTRUST	US	75/609,583	2,325,924
PAYTRUST PRESENT EVERYTHING	US	Common law	Common law
PRESENT EVERYTHING	US	Common law	Common law
COMPLETE BILL MANAGEMENT	US	Common law	Common law
PAYTRUST	Canada	1,058,514	TMA587,868
PAYTRUST	C.T.M.	001211903	001211903