

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Financial Services, Inc.		01/02/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	SOP PF Holdings, LLC		
Street Address:	3520 W. 75th Street, Suite 300		
City:	Prairie Village		
State/Country:	KANSAS		
Postal Code:	66208		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87118490	PIONEER EXPRESSDEPOSIT	
Registration Number:	5481550	PIONEER MILITARY FINANCE	
Registration Number:	5481549	PIONEER MILITARY LENDING	
Registration Number:	5058714	PIONEER MILITARY LOANS	
Registration Number:	4597722	THE MILITARY LOAN STORE	
Registration Number:	3787398	P	
Registration Number:	3405234	LOANS FOR MILITARY LIFE	
Registration Number:	3205455	PIONEER SERVICES	
Registration Number:	2925730	PIONEER FINANCIAL	
Registration Number:	2971628	PIONEER FINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	trademark@stinson.com		
Correspondent Name:	Stinson LLP		
Address Line 1:	1201 Walnut Street, Suite 2900		
Address Line 2:	Cynthia Maust, Paralegal		

CH \$265.00 87118490

Address Line 4:	Kansas City, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	3518860.0001
NAME OF SUBMITTER:	Cynthia Maust
SIGNATURE:	/Cynthia Maust/
DATE SIGNED:	02/13/2020
Total Attachments: 7 source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page1.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page2.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page3.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page4.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page5.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page6.tif source=Pioneer Financial Services Inc to SOP PF Holdings LLC#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is entered into as of the last date mentioned on the signature page (the "**Effective Date**") among Pioneer Financial Services, Inc. a Missouri corporation, Pioneer Funding, Inc., a Nevada corporation (collectively, "**Assignor**"), and SOP PF Holdings, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement;

WHEREAS, pursuant to that Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to all of the Assigned Intellectual Property (as defined herein);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Intellectual Property**" means any and all of Assignor's rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("**Patents**"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, whether registered or unregistered, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**"); (c) copyrights, whether registered or unregistered, and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("**Copyrights**"); (d) internet domain names (including registrar accounts, registrar account information, and any privacy service information) and social media account names or user names (including handles), whether or not the foregoing are Trademarks, and all web addresses, URLs, websites and web pages, and social media accounts and pages associated with any of the foregoing, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, including all information that provides economic value due to its confidential nature and that is the subject of efforts to maintain its confidentiality, and all rights therein ("**Trade Secrets**"); (h) know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (i) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols,

specifications, and other documentation thereof ("**Software**"); (j) rights of publicity; and (k) all other intellectual or industrial property and proprietary rights.

(b) "**Assigned Intellectual Property**" means all Intellectual Property that is owned, or purported to be owned, by Assignor, including without limitation the Intellectual Property identified on Exhibit A, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Assignment. Assignor has sold, assigned, and transferred, and does hereby sell, assign, and transfer to Assignee, and Assignee hereby accepts, the full and exclusive right, title and interest throughout the world in and to the Assigned Intellectual Property, which includes, without limitation, the following:

(a) the Trademarks identified on Schedule A, together with the goodwill of the business symbolized by and associated with such Trademarks, and all rights associated with the foregoing;

(b) the domain names identified on Schedule B ("**Domain Names**") and all rights associated with the foregoing, as well as all content published at the Domain Names;

(c) the Copyrights identified on Schedule C, as well as all renewals thereof, and all rights associated with the foregoing;

(d) the Trade Secrets identified on Schedule C and all rights associated with the foregoing; and

(e) all other items identified on the schedules and all rights associated with the foregoing.

3. Domain Names. Within two (2) business days of the Effective Date, Assignor shall take all steps necessary to effect the transfer of the Domain Names to Assignee and change the registered ownership of the Domain Names to reflect such transfer. This includes, but is not limited to, at least one of the following: (1) Assignor unlocking the Domain Name, providing a transfer authorization code to Assignee, and promptly responding to any correspondences requesting confirmation of the transfer; or (2) Assignor providing Assignee with all account information associated with the Domain Names (including username and password) that will allow Assignee to modify the registration information, change the password to take full control of the Domain Names, and move the Domain Names to another account with the existing registrar or to a different registrar, altogether. Additionally, Assignor authorizes the registrars of the Domain Names to transfer the Domain Names to Assignee. Assignor authorizes the unlocking of the Domain Names and the procurement of a transfer authorization code for the Domain Names in order to facilitate the transfer of the Domain Names in accordance with Assignee's direction. This includes allowing Assignee to move the Domain Names to another account with the existing registrar or to a different registrar, altogether. Assignor will cooperate promptly with the registrar and with Assignee in facilitating the transfer of the Domain Names to Assignee.

4. Further Cooperation. Assignor hereby agrees that, at Assignee's request, Assignor shall, within 30 days following Assignee's request, take all further actions and execute any additional agreements and instruments as Assignee may deem necessary or desirable to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Assigned Intellectual Property. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee as Assignee may deem necessary or desirable in exercising and enforcing Assignee's rights in the Assigned Intellectual Property.

5. No Further Use. Assignor hereby acknowledges and agrees that from at least the Effective Date of this Assignment, Assignee shall be the exclusive owner of the entire right, title, and interest in and to the Assigned Intellectual Property. After the Effective Date, Assignor shall make no further use of the Assigned Intellectual Property.

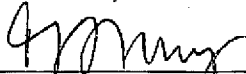
6. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be modified or superseded hereby but shall remain in full force and effect to the full extent provided therein.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.


ASSIGNOR:

Pioneer Financial Services, Inc.

Signed: 
Name: Timothy L. Stanley
Title: President and CEO


Date: 1/2/20

Pioneer Funding, Inc.

Signed: 
Name: Timothy L. Stanley
Title: President

Date: 1/2/20


Pioneer Services Sales Finance, Inc.

Signed: 
Name: Timothy L. Stanley
Title: President and CEO

Date: 1/2/20


ASSIGNEE:

SOP PF Holdings, LLC

Signed: 
Name: Aaron M Handke
Title: Managing Partner

Date: 1/2/20

SCHEDULE A

	Serial No.	Reg. No.	Mark	Reg. Date	Status
1	87/118,490		PIONEER EXPRESSDEPOSIT		Pending
2	86/924,630	5,481,550	PIONEER MILITARY FINANCE	May 29, 2018	Valid
3	86/924,593	5,481,549	PIONEER MILITARY LENDING	May 29, 2018	Valid
4	86/924,570	5,058,714	PIONEER MILITARY LOANS	October 11, 2016	Valid
5	85/668,379	4,597,722	THE MILITARY LOAN STORE	September 2, 2014	Valid
6	77/839,251	3,787,398	 (P and Design)	May 11, 2010	Valid
8	77/284,991	3,405,234	LOANS FOR MILITARY LIFE	April 1, 2008	Valid
9	78/773,667	3,205,455	PIONEER SERVICES	February 6, 2007	Valid
10	78/139,839	2,925,730	PIONEER FINANCIAL	February 8, 2005	Valid
11	76/466,655	2,971,628	PIONEER FINANCIAL SERVICES	July 19, 2005	Valid

SCHEDULE B

Domain Name

pioneermilitaryloans.com
pioneerservices.com
pioneermilitarylending.com
pioneermilitaryloan.com
pioneermilitaryservice.com
investpioneer.com
pfsinvest.com
pioneermyaccount.com
pioneerservicesfoundation.org
loansformilitary.com
military-loan.com
militaryhelp.com
militaryhelp.org
militaryhelploan.com
militaryhelploans.com
readiloan.com
usmilitaryloan.com
usmilitaryloans.com
usmilitarylending.com
militarycreditreportreview.com
militaryalliance.com
militarymortgage.com
retiredmilitary.com
militaryscholarships.org
airforcehelploan.com
armyhelploan.com
marineshelploan.com
navyhelploan.com

SCHEDULE C

Asset Type	Asset Identifier	Registration Information (if any)
Know-how / Improvements	System Customizations (eOriginal)	
Copyright	Website and content published on PioneerMilitaryLoans.com	
Trade Secret / Know-how	Credit policy documentation	
Copyright	Advertising, marketing, and promotional materials	