

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566044

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900531147		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intuit Inc.		06/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Quicken Inc.		
Street Address:	3760 Haven Ave		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: DELAWARE		
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		
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:	03/09/2020		
Total Attachments: 7			
source=Assignment between Intuit Inc. and Quicken Inc. for PAYTRUST in US and Canada (1131965xD1162)#page1.tif			
source=Assignment between Intuit Inc. and Quicken Inc. for PAYTRUST in US and Canada			

(1131965xD1162)#page2.tif

source=Notice of Non-Recordation of Assignment from Intuit Inc. to Quicken Inc. for PAYTRUST

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source=Assignment Recordation Request - PAYTRUST - Intuit Inc. to Quicken Inc. (1104303xD1162)#page1.tif

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment Agreement”) is made and effective as of June 3, 2019 (the “Effective Date”), by and between Intuit Inc., a Delaware corporation with a principal place of business at 2535 Garcia Avenue, Mountain View, California 94043 (“Intuit”) and Quicken Inc., a C corporation with a principal place of business at 3760 Haven Ave, Menlo Park CA 94025, including its affiliated entities (“Quicken”).

RECITALS

WHEREAS, Intuit and Quicken are parties to that certain Trademark License Agreement dated April 1, 2016;

WHEREAS, subject to the terms and conditions of this Assignment Agreement, Intuit has agreed to convey, assign, and transfer to Quicken all trademark rights owned by Intuit in the PAYTRUST trademark in the United States and Canada, including U.S. Trademark Registration No. 2325924 and Canadian Trademark Registration No. TMA587868;

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.** “Assigned Trademark” means all U.S. trademark rights in the “PAYTRUST” trademark owned by Intuit as of the Effective Date, including U.S. Trademark Registration No. 2325924, and all Canadian trademark rights in the “PAYTRUST” trademark owned by Intuit as of the Effective Date, including Canadian Trademark Registration No. TMA587868.

2. **Assignment.** In exchange for good and valuable consideration, the receipt of which Intuit hereby acknowledges, Intuit hereby assigns, conveys, and transfers to Quicken all of Intuit’s rights, title and interest in and to the Assigned Trademark, together with that part of the good will of the business connected with the use of and symbolized by the Assigned Mark and all common law rights and remedies relating thereto including, without limitation, exclusive U.S. and Canadian 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 Intuit, and (c) grant licenses or other interests therein. Intuit hereby waives any other rights it may have in the Assigned Trademark in the U.S. that cannot be assigned to Quicken but can be waived under the laws of the United States and Canada.

3. **Further Assurances.** Intuit 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 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. **Disclaimer of Warranties.** THE PARTIES AGREE THAT THE ASSIGNED TRADEMARK IS PROVIDED AND ASSIGNED BY INTUIT TO QUICKEN ON A STRICTLY “AS IS” BASIS AND WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT ALLOWED UNDER LAW INTUIT HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE ASSIGNED TRADEMARK, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, VALIDITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

5. **Limitation of Liability.** INTUIT'S TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE ASSIGNED TRADEMARK, WHETHER FOR BREACH OR IN TORT, SHALL BE LIMITED TO ONE-THOUSAND U.S. DOLLARS (\$1000 USD); AND IN NO OTHER EVENT SHALL INTUIT BE LIABLE TO QUICKEN 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 5 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

6. **Indemnification.** Quicken will defend Intuit from and against any and all third-party claims, suits, investigations or other proceedings brought against Intuit by a third party where such action(s) arise in any way from or out of the Assigned Trademark, the use, assignment, license or sale of the Assigned Trademark, or the provision, distribution, sale or other exploitation of products or services bearing the Assigned Trademark, including but not limited to:

- (a) claims by end users of any such products or services;
- (b) claims by regulatory, law enforcement or other governmental entities related to such products or services or the Assigned Trademark;
- (c) misuse of any such products or services or the Assigned Trademark;
- (d) violations of law arising from the provision, sale, distribution or use of any such products or services or the Assigned Trademark;
- (e) violations or alleged violations of the intellectual property rights of any third party;

provided, however that Quicken may not enter into any settlement with respect to any such claim, suit, investigation or proceeding without the prior written consent of Intuit (not to be unreasonably withheld); and provided further that Intuit shall, at its sole discretion, be allowed to assume control of the defense of such claim, at Quicken's expense, so long as Intuit is using reasonable efforts to defend such claim with competent counsel.

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 principles. 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.

INTUIT INC.

By: 

Print Name: Christy Foye

Title: Director IP

Date: 3/5/2020

QUICKEN INC.

By: 

Print Name: JOHN EICHLER

Title: CAO

Date: 3/5/2020

TRADEMARK

REEL: 006886 FRAME: 0086

TRADEMARK ASSIGNMENT AGREEMENT

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WHEREAS, subject to the terms and conditions of this Assignment Agreement, Intuit has agreed to convey, assign, and transfer to Quicken all trademark rights owned by Intuit in the PAYTRUST trademark in the United States, including U.S. Trademark Registration No. 2325924;

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.** "Assigned Trademark" means all U.S. trademark rights in the "PAYTRUST" trademark owned by Intuit as of the Effective Date, including U.S. Trademark Registration No. 2325924.

2. **Assignment.** In exchange for good and valuable consideration, the receipt of which Intuit hereby acknowledges, Intuit hereby assigns, conveys, and transfers to Quicken all of Intuit's rights, title and interest in and to the Assigned Trademark and all common law rights and remedies relating thereto in the United States only including, without limitation, exclusive U.S. 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 Intuit, and (c) grant licenses or other interests therein within the United States. Intuit hereby waives any other rights it may have in the Assigned Trademark in the U.S. that cannot be assigned to Quicken but can be waived under the laws of the United States.

3. **Further Assurances.** Intuit 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 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. **Disclaimer of Warranties.** THE PARTIES AGREE THAT THE ASSIGNED TRADEMARK IS PROVIDED AND ASSIGNED BY INTUIT TO QUICKEN ON A STRICTLY "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT ALLOWED UNDER LAW INTUIT HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE ASSIGNED TRADEMARK, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, VALIDITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

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6. **Indemnification.** Quicken will defend Intuit from and against any and all third-party claims, suits, investigations or other proceedings brought against Intuit by a third party where such action(s) arise in any way from or out of the Assigned Trademark, the use, assignment, license or sale of the Assigned Trademark, or the provision, distribution, sale or other exploitation of products or services bearing the Assigned Trademark, including but not limited to:

- (a) claims by end users of any such products or services;
- (b) claims by regulatory, law enforcement or other governmental entities related to such products or services or the Assigned Trademark;
- (c) misuse of any such products or services or the Assigned Trademark;
- (d) violations of law arising from the provision, sale, distribution or use of any such products or services or the Assigned Trademark;
- (e) violations or alleged violations of the intellectual property rights of any third party;

provided, however that Quicken may not enter into any settlement with respect to any such claim, suit, investigation or proceeding without the prior written consent of Intuit (not to be unreasonably withheld); and provided further that Intuit shall, at its sole discretion, be allowed to assume control of the defense of such claim, at Quicken's expense, so long Intuit is using reasonable efforts to defend such claim with competent counsel.

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 principles. 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 supersedes 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.

INTUIT INC.

By: 

Print Name: Chris Foye

Title: Director IP

Date: June 3, 2019

QUICKEN INC.

By: 

Print Name: JOHN EICHHORN

Title: CFO

Date: JUNE 4, 2019