

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576268

<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>
Entaire Global Intellectual Property, Inc.		11/09/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synovus Bank		
<b>Street Address:</b>	1148 Broadway		
<b>City:</b>	Columbus		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31901		
<b>Entity Type:</b>	Chartered Bank: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3829864	LEVERAGED PLANNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>	404-881-7000		
<b>Email:</b>	kelly.branch@alston.com		
<b>Correspondent Name:</b>	Michelle Wilco		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Michelle Wilco		
<b>SIGNATURE:</b>	/Michelle Wilco/		
<b>DATE SIGNED:</b>	05/13/2020		
<b>Total Attachments: 8</b>			
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# Intellectual Property Distribution Agreement

This INTELLECTUAL PROPERTY DISTRIBUTION AGREEMENT (“**IP Distribution**”), dated as of November 9, 2016, is made by Entaire Global Intellectual Property, Inc. (“**Subsidiary**”), a Delaware corporation, in favor of Synovus Bank (“**Parent**”), a Georgia state chartered bank.

WHEREAS, Subsidiary was formed to hold certain intellectual property assets related to the business of Entaire Global Companies, Inc. (“**Entaire Global**”);

WHEREAS, as a result of, and in connection with, Parent’s acquisition of Entaire Global, Subsidiary became a wholly-owned direct subsidiary of Parent;

WHEREAS, Parent has adopted a plan of dissolution (the “**Plan of Dissolution**”) providing for the dissolution of Subsidiary and the distribution of all of its assets to Parent in connection with the dissolution; and

WHEREAS, pursuant to the Plan of Dissolution, Subsidiary desires to distribute to Parent all of its Intellectual Property assets and rights, and Parent desires to accept such distribution, in each case pursuant to the terms hereof.

NOW THEREFORE, Subsidiary and Parent agrees as follows:

1. Distribution and Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subsidiary hereby irrevocably conveys, transfers, and assigns to Parent, and Parent hereby accepts, all of Subsidiary's right, title, and interest in and to all of the Intellectual Property assets and rights owned or held by Subsidiary, including, without limitation, all of the following:
  - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
  - (b) the trademark and copyright registrations and applications, services marks and similar Intellectual Property set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Marks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks;
  - (c) the additional Intellectual Property set forth on Schedule 3 hereto (the “**Additional IP**”);
  - (d) all rights of any kind whatsoever of Subsidiary accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(g) For purposes of this IP Distribution, "**Intellectual Property**" shall mean any and all (i) trademarks, service marks, trade names, Internet domain names, designs, logos, slogans, and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing; (ii) patents and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing); (iii) copyrights (including any registrations and applications for any of the foregoing); (iv) computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing; and (v) technology, trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models, and methodologies

2. Recordation and Further Actions. Subsidiary hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Distribution upon request by Parent. Following the date hereof, upon Parent's reasonable request, and at Parent's sole cost and expense, Subsidiary shall take such steps and actions, and provide such cooperation and assistance to Parent and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property assets of Subsidiary to Parent, or any assignee or successor thereto.

3. Counterparts. This IP Distribution may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Distribution delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Distribution.

4. Successors and Assigns. This IP Distribution shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Distribution and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Distribution and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Subsidiary has duly executed and delivered this IP Distribution as of the date first above written.

ENTAIRE GLOBAL INTELLECTUAL  
PROPERTY, INC.

By: 

Name: Timothy P. Veith

Title: Secretary

AGREED TO AND ACCEPTED:

SYNOVUS BANK

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Subsidiary has duly executed and delivered this IP Distribution as of the date first above written.

ENTAIRE GLOBAL INTELLECTUAL  
PROPERTY, INC.

By: \_\_\_\_\_

Name: Timothy P. Veith

Title: Secretary

AGREED TO AND ACCEPTED:

SYNOVUS BANK

By: Mary M. Young

Name: Mary Maurice Young

Title: Assistant Secretary

## SCHEDULE 1

### PATENTS

- Patent No. US 7,797,214 B2, issued September 14, 2010, by the United States Patent and Trademark Office to Jonathan D. Rosen, Robert E. DeWitt, David E. Metzger and Paul A. Bush, assigned to Entaire Global Intellectual Property, Inc., and titled Financing and Securitization Structure for a Portfolio of Loans.
- Patent No. US 7,797,217 B2, issued September 14, 2010, by the United States Patent and Trademark Office to Jonathan D. Rosen, Robert E. DeWitt, David E. Metzger and Paul A. Bush, assigned to Entaire Global Intellectual Property, Inc., and titled System for Managing the Total Risk Exposure for a Portfolio of Loans.
- Patent No. US 7,797,218 B2, issued September 14, 2010, by the United States Patent and Trademark Office to Jonathan D. Rosen, Robert E. DeWitt, David E. Metzger and Paul A. Bush, assigned to Entaire Global Intellectual Property, Inc., and titled Method of Compensation an Employee.
- Patent Application No. 15178933, filed June 10, 2016, with the United States Patent and Trademark Office by Jonathan D. Rosen, and titled Database Management Concepts for Facilitation Intercreditor Collateral Sharing.
- Canadian Patent Application No. 2,617,235, filed August 8, 2005 with the Canadian Intellectual Property Office by Jonathan D. Rosen, Robert E. DeWitt, David E. Metzger and Paul A. Bush, assigned to Entaire Global Intellectual Property, Inc., titled Computer System for Actively Monitoring and Enhancing the Collateral Security for a Portfolio of Loans to Facilitate Financing and Securitization.

## SCHEDULE 2

### MARKS

- Entaire Global Companies (registered mark – standard character mark); Mark Registration No. 3290725 (Sept. 11, 2007)
- EG (registered mark – stylized design); Mark Registration No. 3290724 (Sept. 11, 2007))
- ENSHIELD® (registered with the USPTO on the standard trademark register); Mark Registration No. 2,265,040 (1999); renewed (2009); expires July 27, 2019
- Financed Planning® (Registration No. 3,671,154), registered August 18, 2009, placed on the USPTO supplemental trademark register)
- Leveraged Planning® (registered with the USPTO on the supplemental trademark register) Mark Registration No. 3,829,864 (August 3, 2010)
- Value Access™
- Asset Archaeology™
- Planning Matters
- Duplicate and Compound
- Saleable and Scalable
- TS Recruiter PAK
- MS RecruiterPAK
- What's Your Dream? Planning Matters.
- Total Data Marketing and Management (TDM2)
- Discover, Develop, Deliver
- ProcessPAK
- ProcessPAK Plus
- Asset Optimizer
- Powered by Process
- Cover Your Assets.
- ARC
- Leaders in Leverage



**SCHEDULE 3**  
**ADDITIONAL IP**

**OPERATING WEBSITES:**

<http://www.entaire.com>

<http://www.entaireglobal.com>

<http://partnerwithamp.com>

<http://www.globalfd.com>

<http://www.gfdarc.com>

<http://www.leveragedplanning.com>

<http://www.financedplanning.com/>

<http://www.g1financial.com/>

**REGISTERED DOMAINS:**

Domain Name	Expiration Date
agrandpromotion.com	11/1/16
alliedinsurancemarketing.com	9/22/16
alliedmarketingpartners.com	1/6/18
ampannuity.com	1/27/17
ampbga.com	9/22/16
ampfin.com	9/30/16
ampfinancial.net	9/30/16
ampforms.com	5/9/17
ampmaterials.com	5/9/17
ampwebinars.com	4/4/17
arcbanner1.com	6/25/17
arcbanner2.com	6/25/17
archstonesecurities.com	9/30/16

Domain Name	Expiration Date
g1financial.com	2/10/17
g1financialdevelopment.com	8/13/16
g1financialinc.com	2/26/18
g1lending.com	3/5/17
g1premiumfinance.com	3/5/17
gfdarc.com	12/14/16
gfdbanner.com	6/25/17
gfdirect.com	10/14/16
gfdgateway.com	12/14/16
gfdoffers.com	5/12/17
gfdpremiumfinance.com	7/7/18
gfdpremiumfinancing.com	7/7/18
gfdprograms.com	4/7/17

Domain Name	Expiration Date
collect4effect.com	2/23/17
egcdev.com	2/5/17
egeproducts.com	3/12/17
egeproducts.net	3/12/17
egeprograms.com	3/12/17
egeprograms.net	3/12/17
egcsites.com	9/17/16
egcsupport.com	12/4/16
eguportal.com	10/2/16
entaire.com	2/7/17
entaire.net	9/9/16
entairedev.com	8/26/16
entaireglobal.com	5/25/19
entairenet.com	10/23/16
entaireprograms.com	2/27/17
financedplanning.com	5/23/19
financedplanningga.com	11/10/16
financialplanningga.com	11/10/16

Domain Name	Expiration Date
gfdprograms.net	6/25/17
gfdsuccess.com	10/11/16
gfdwebinars.com	7/6/17
globalfd.com	5/11/19
globalfddirect.com	3/21/17
globalfinancialdistributors.com	9/30/16
inforcefunding.com	7/7/18
inforcepolicylending.com	7/7/18
leveragedplanning.com	11/3/16
lifepolicylending.com	7/7/18
lifepremiumfinance.com	7/7/18
marketentaire.com	2/27/17
partnerwithamp.com	2/2/17
policy.loans	7/7/17
policyloanrefinance.com	7/7/18
refinance.life	7/7/17
sellenshield.com	6/27/17
sellentaire.com	2/27/17