

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584115

| | | | |
|---|--|----------------------------|-----------------------|
| 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 Services Corp. | | 06/30/2020 | Corporation: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Pioneer Military Credit 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: 11 | | | |
| 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 | |
| Serial Number: | 88841902 | PIONEER MILITARY CREDIT | |
| 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 \$290.00 87118490

TRADEMARK

| | |
|---|----------------------------------|
| Address Line 4: | Kansas City, MISSOURI 64106-2150 |
| ATTORNEY DOCKET NUMBER: | 3518860.0001 |
| NAME OF SUBMITTER: | Cynthia Maust |
| SIGNATURE: | /Cynthia Maust/ |
| DATE SIGNED: | 07/01/2020 |
| Total Attachments: 7 source=Assignment Agreement to Pioneer Military Credit LLC#page1.tif source=Assignment Agreement to Pioneer Military Credit LLC#page2.tif source=Assignment Agreement to Pioneer Military Credit LLC#page3.tif source=Assignment Agreement to Pioneer Military Credit LLC#page4.tif source=Assignment Agreement to Pioneer Military Credit LLC#page5.tif source=Assignment Agreement to Pioneer Military Credit LLC#page6.tif source=Assignment Agreement to Pioneer Military Credit LLC#page7.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is entered into as of June 30, 2020 (the "**Effective Date**") between Pioneer Services Corp., a Missouri corporation ("**Assignor**"), and Pioneer Military Credit LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire and accept, 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 are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms 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 assigned, and transferred, and does hereby 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 business days after the Effective Date, Assignor will 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 will, 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.

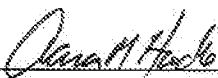
5. No Further Use. Assignor hereby acknowledges and agrees that from at least the Effective Date of this Assignment, Assignee will be the exclusive owner of the entire right, title, and interest in and to the Assigned Intellectual Property. After the Effective Date, Assignor will make no further use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

[Signature page follows]

The parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

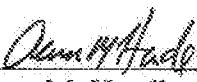
ASSIGNOR:

PIONEER SERVICES CORP.


Signed: 
Name: Aaron M. Handke
Title: President

ASSIGNOR:

PIONEER MILITARY CREDIT LLC

Signed: 
Name: Aaron M. Handke
Title: President

SCHEDULE A

| | Serial No. | Reg. No. | Mark | Reg. Date | Status |
|----|-------------------|-----------------|--|----------------------|---------------|
| 1 | 87/118,490 | | PIONEER EXPRESSDEPOSIT | | Abandoned |
| 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 |
| 12 | 88/841,902 | | PIONEER MILITARY CREDIT | | Pending |

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 | |