

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646267

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Contribution and Exchange of Assets
RESUBMIT DOCUMENT ID:	900614956

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Group LLC		02/25/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Linear Financial Technologies LLC
Street Address:	11501 Sunset Hills Rd.
Internal Address:	Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4433654	FUNDATION
Registration Number:	4711410	FUNDATION
Registration Number:	5507137	ABLE LENDING
Registration Number:	4703708	
Registration Number:	6065972	KINNEK
Registration Number:	5381602	CATALYST GROWTH. ENABLED.
Serial Number:	90109687	EMBEDDED CREDIT
Serial Number:	88852795	PAYOVERTIME
Serial Number:	88852855	UNIFIED

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 5717484787

Email: thomas.friedrich@linearft.com

Correspondent Name: Thomas Friedrich

Address Line 1: 11501 Sunset Hills Rd.

Address Line 2: Suite 100

TRADEMARK

Address Line 4: RESTON, VIRGINIA 20190

NAME OF SUBMITTER: Thomas Friedrich

SIGNATURE: /Thomas Friedrich/

DATE SIGNED: 05/12/2021

Total Attachments: 30

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PRIVATE AND CONFIDENTIAL

CONTRIBUTION AND EXCHANGE AGREEMENT

AMONG

FUNDATION GROUP LLC

LINEAR FINANCIAL TECHNOLOGIES HOLDING LLC

AND

LINEAR FINANCIAL TECHNOLOGIES LLC

Dated as of December 22, 2020

THIS DOCUMENT IS INTENDED SOLELY TO FACILITATE DISCUSSIONS BETWEEN THE PARTIES. IT IS NOT INTENDED, AND WILL NOT BE DEEMED, TO CREATE A LEGALLY-BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE PRIOR TO BOTH PARTIES EXECUTING THIS DOCUMENT.

TRADEMARK
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CONTRIBUTION AND EXCHANGE AGREEMENT

This CONTRIBUTION AND EXCHANGE AGREEMENT is made as of December 22, 2020, among Foundation Group LLC, a Delaware limited liability company (“Contributor”), Linear Financial Technologies Holding LLC, a Delaware limited liability company (“Parent”), and Linear Financial Technologies LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent (“Company”). Contributor, Parent and Company are each sometimes referred to in this Agreement as a “Party,” and collectively as the “Parties.” Certain capitalized terms used in this Agreement have the meanings set forth in Section 10.1.

PRELIMINARY STATEMENTS

A. Contributor and its Affiliates are currently engaged in the business of providing technology solutions, analytics, advisory services, professional and licensing services to customers in the financial services market and institutions whose primary business is not financial services to facilitate the provision of financial services (the “Business”).

B. Company desires to purchase from Contributor and its Affiliates, and Contributor and its Affiliates desire to sell to Company, certain assets used by Contributor and its Affiliates in the conduct of the Business, and Company desires to assume from Contributor and its Affiliates, and Contributor and its Affiliates desire to assign to Company, certain Liabilities relating to the Business, all upon the terms and conditions contained in this Agreement.

C. In consideration of the transfer described above, Parent will issue to Contributor or its designated Affiliate(s) certain Equity Interests in Parent.

D. Contingent upon, and simultaneously in connection herewith, Company and Parent are entering into that certain Contribution and Exchange Agreement, dated as of the date hereof (the “Other Contribution Agreement”), with ODX, LLC, a Delaware limited liability company (the “Other Contributor”), and, for the purposes set forth therein, OnDeck Capital, Inc., a Delaware corporation and parent of Other Contributor. The Parties acknowledge that Company, Parent and Contributor would not be entering into this Agreement were it not for the Other Contribution Agreement being executed and the transactions contemplated thereby closing simultaneously in connection with the transaction contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained in this Agreement, Contributor and Company agree as follows:

ARTICLE I

CONTRIBUTION OF THE CONTRIBUTED ASSETS; ASSUMPTION OF THE ASSUMED LIABILITIES; CLOSING

Section 1.1 Contribution of the Contributed Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Contributor shall contribute, transfer, assign, convey, and deliver to Company, and Company shall accept and receive from Contributor, free and clear of all Liens (except Permitted Liens), all of Contributor’s right, title, and interest (including all Intellectual Property rights) in and to the assets, properties, and rights used primarily

in the operation of or held primarily by the Business, as the same shall exist on the Closing Date, except as specified in Section 1.2 (such assets, properties, and rights are collectively referred to in this Agreement as the “Contributed Assets”), in exchange for the assumption by Company of the Assumed Liabilities as set forth in Section 1.3 and the issuance to Contributor by Parent of the Units as set forth in ARTICLE II. The Contributed Assets include, but are not limited to, the following assets of Contributor:

(a) [REDACTED]

(b) all Intellectual Property, all manuals and memorandums related to the Business and Contributed Assets (other than manuals and handbooks of Contributor’s Affiliates), and all goodwill associated with the Intellectual Property, including the right to sue and recover damages for past, present and future infringements, misappropriations or other violations thereof, including the trademarks and trade names set forth on Schedule Section 1.1(b);

(c) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] laptops and related accessories of Contributor’s employees [REDACTED]

[REDACTED]

ment as the “

Section 1.7 Deliveries by Company and Parent. At the Closing, Company and Parent shall deliver, or cause to be delivered, to Contributor each of the following:

(a) an assignment and assumption agreement, in a form acceptable to Contributor and Company (the “Assignment and Assumption Agreement”), duly executed by Company;

(b) a bill of sale, in a form acceptable to Contributor and Company (the “Bill of Sale”), duly executed by Company;

(c) an assignment of intellectual property agreement, in a form acceptable to Contributor and Company (the “Intellectual Property Assignment”), duly executed by Company;

(d) a services agreement substantially in the form attached hereto as Exhibit A (the “Services Agreement”), duly executed by Company;

(e) the Operating Agreement, executed by Parent and each other party thereto;

(f) a certificate, dated as of the Closing Date and executed by an officer of Company, certifying as to the satisfaction of the conditions set forth in Section 7.3(a) and Section 7.3(b);

(g) executed copies of the Other Contribution Agreement and the agreements delivered pursuant thereto;

(h) a subscription agreement in form and substance reasonably acceptable to Parent and Contributor issuing Units to Contributor or its designated Affiliate(s) (the “Subscription Agreement”);

(i) executed employment agreements between Parent and each of the Employees set forth in Schedule 1.7(i);

(j) a certificate, dated as of the Closing Date and executed by an officer of Company, certifying as to the resolutions approved by the sole Member of Company authorizing the execution, delivery, and performance by Company of this Agreement and the Related Agreements to which Company is party and the consummation by Company of the transactions contemplated by this Agreement and the applicable Related Agreements; and

(k) a certificate, dated as of the Closing Date and executed by an officer of Parent, certifying as to the resolutions approved by the Members of Parent authorizing the execution, delivery, and performance by Parent of this Agreement and the consummation by Parent of the transactions contemplated by this Agreement.

Section 1.8 Deliveries by Contributor. At the Closing, Contributor shall deliver, or cause to be delivered, to Company each of the following:

- (a) the Assignment and Assumption Agreement, executed by Contributor;
- (b) the Bill of Sale, executed by Contributor;
- (c) the Intellectual Property Assignment, executed by Contributor;
- (d) the Services Agreement, executed by Contributor;
- (e) the Operating Agreement, executed by Contributor;
- (f) a Subscription Agreement, executed by Contributor;
- (g) Consents or other deliverables with respect to each of the Contracts and customer relationships as set forth in Schedule 1.8(g);
- (h) One or more instruments in form and substance reasonably acceptable to Parent and Contributor transferring the Kinnek Units;
- (i) a certification of non-foreign status, in form and substance reasonably satisfactory to Company, in accordance with Treasury Regulation Section 1.1445-2(b), with respect to which Company shall not have actual knowledge that such certification is false and shall not have received a notice that such certification is false pursuant to Treasury Regulation Section 1.1445-4;
- (j) a certificate, dated as of the Closing Date and executed by an officer of Contributor, certifying as to the satisfaction of the conditions set forth in Section 7.2(a) and Section 7.2(b);
- (k) a certificate, dated as of the Closing Date and executed by the secretary or an assistant secretary (or similar officer) of Contributor, certifying as to the resolutions approved by the Managing Member of Contributor authorizing the execution, delivery, and performance by Contributor of this Agreement and its Related Agreements and the consummation by Contributor of the transactions contemplated by this Agreement and its Related Agreements.

ARTICLE II
CONSIDERATION; ISSUANCE OF EQUITY

Section 2.1 [REDACTED]
[REDACTED] (collectively, the "[REDACTED]"
[REDACTED]
of Parent (the "[REDACTED]" [REDACTED])
[REDACTED]

Section 2.2 [REDACTED]

[REDACTED]

[REDACTED] position unless required by a "[REDACTED]" as defined in Section 1313 of the Code

[REDACTED] (the "[REDACTED]").

Section 2.4 [REDACTED]

[REDACTED]

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

Contributor represents and warrants to Company and Parent, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 Organization. Each of Contributor and Kinnek is validly existing and in good standing under the Laws of its jurisdiction of formation and has all requisite legal entity power and authority to own, lease, and operate the Contributed Assets owned, leased, or operated by it and to conduct the Business as currently conducted by it. Each of Contributor and Kinnek is licensed or qualified to do business and (where such concept is applicable) is in good standing under the Laws of each jurisdiction in which the Contributed Assets owned or leased by it or the conduct of the Business as currently conducted by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified, or in good standing would not reasonably be expected to have a material adverse effect on Contributor, Kinnek or the Business.

Section 3.2 Authorization of Contributor. Contributor has all requisite legal entity power and authority to execute, deliver, and perform this Agreement and its Related Agreements and to consummate the transactions contemplated by this Agreement and its Related Agreements. The execution, delivery, and performance by Contributor of this Agreement and its Related

Agreements and the consummation by Contributor of the transactions contemplated by this Agreement and its Related Agreements have been validly authorized by all necessary legal entity action by Contributor. Contributor has validly executed and delivered this Agreement and each of its Related Agreements and this Agreement constitutes, and each Related Agreement will constitute, legal, valid, and binding obligations of Contributor, enforceable against Contributor in accordance with their respective terms, subject to the Enforceability Limitations.

Section 3.3 Governmental Consents; No Conflicts.

(a) The execution, delivery, and performance by Contributor of this Agreement and its Related Agreements, and the consummation by Contributor of the transactions contemplated by this Agreement and its Related Agreements, do not and will not require any Consent of or with any Governmental Authority, other than (i) any Consent the failure of which to be obtained would not reasonably be expected to materially impact Contributor or the Business individually or in the aggregate or would not reasonably be expected to prevent or materially delay the consummation by Contributor of the transactions contemplated by this Agreement or any of its Related Agreements, (ii) any Consent that is required as a result of any facts or circumstances relating solely to Company or any of its Affiliates, and (iii) the Consents set forth on Schedule 3.3(a).

(b)

[REDACTED]

Section 3.4 Financial Information; Undisclosed Liabilities.

(a)

[REDACTED]
[REDACTED]
[REDACTED] 2020 (the “[REDACTED]”); and (iv) the related unaudited statement of
[REDACTED]
statements, collectively, the “[REDACTED]”). Except as set forth in the Financial
[REDACTED]
[REDACTED]

[REDACTED]

(b) To Contributor's Knowledge, Contributor has no material Liabilities of any nature whatsoever, and [REDACTED]

[REDACTED]

(a) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(j)

[REDACTED]

[REDACTED] the Business's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.6 Title to Contributed Assets. Except as may be permitted under Section 1.1(j) and except for assets disposed of in the ordinary course of business since the date of the Interim Balance Sheet or as set forth on Schedule 3.6, Contributor and Kinnek have good, valid and marketable title to, or a valid leasehold interest in, all of the tangible Contributed Assets owned or leased by it, free and clear of any Lien (other than Permitted Liens).

Section 3.7 [REDACTED]

[REDACTED]

[REDACTED] used in the Business (each, a "[REDACTED]"), together with the address of the related property. [REDACTED]

[REDACTED]

[REDACTED]'s Knowledge, any other party to a Real Property Lease is [REDACTED]

Section 3.8 Intellectual Property.

(a) Schedule 3.8(a) sets forth true and correct lists as of the date of this Agreement of all Intellectual Property owned by each of Contributor and Kinnek that has been registered or applied for with any Governmental Authority that are material to, and used exclusively in or held for use exclusively in, the Business (the "Registered IP"), including the

application and registration or grant number (if applicable) and relevant jurisdiction. All necessary registration, maintenance and renewal fees currently due for payment as of the date of this Agreement in connection with the Registered IP have been timely made or paid. The Registered IP is valid, enforceable and in full force and effect. Each of Contributor and Kinnek has good and valid title to all of the Intellectual Property assets included in the Contributed Assets owned by it, free and clear of any Lien (other than Permitted Liens).

(b) Schedule 3.8(b) sets forth a correct list as of the date of this Agreement of all Contracts pursuant to which Contributor or Kinnek has granted or received any rights or licenses to Intellectual Property that is material to, and used exclusively in or held for use exclusively in, the Business (other than (i) agreements with employees, contractors, and customers of a Seller Party entered into in the ordinary course of the Business, (ii) agreements for the licensing of off-the shelf or open source software, and (iii) non-disclosure and confidentiality agreements) (each, an “IP Agreement”). Contributor has provided to Company a correct copy of each IP Agreement. Each IP Agreement is in full force and effect and constitutes a legal, valid, and binding obligation of Contributor or Kinnek, respectively, enforceable against Contributor in accordance with its terms, subject to the Enforceability Limitations. None of Contributor, Kinnek or, to Contributor’s Knowledge, any other party to any IP Agreement is in material default under such IP Agreement.

(c) Except as set forth on Schedule 3.8(c), since May 14, 2018 to the date of this Agreement, no Proceeding has been filed against Contributor or any of its Affiliates, and none of Contributor or its Affiliates has received a written communication from any other Person, (i) challenging the validity or enforceability of any Intellectual Property included in the Contributed Assets or (ii) alleging that the conduct of the Business by Contributor violates, infringes, or misappropriates the Intellectual Property rights of such Person, except in each case for any challenges or allegations that, if true, would not reasonably be expected to have a material adverse effect on Contributor or the Business. The conduct of the Business as currently conducted and conducted since May 14, 2018 by Contributor and its Affiliates does not violate, infringe, or misappropriate in any material respect the Intellectual Property of any other Person.

(d) Since May 14, 2018 to the date of this Agreement, none of Contributor or any of its Affiliates has filed any Proceeding or sent any written notice of a violation, infringement, or misappropriation by another Person of Contributor’s rights to the Intellectual Property included in the Contributed Assets.

(e) Since May 14, 2018 to the date of this Agreement, none of Contributor or any of its Affiliates, as it relates to the Business, is a party to any Proceeding or has received any written notice of a violation, infringement, or misappropriation by Contributor or any of its Affiliates of any other Person’s Intellectual Property rights.

(f) Each of Contributor and its Affiliates has taken commercially reasonable steps designed to maintain the confidentiality of all material trade secrets and confidential information included among the Contributed Assets. To Contributor’s Knowledge, no such trade secrets or confidential information have been impermissibly disclosed to or accessed or used by any third party in an unauthorized manner.

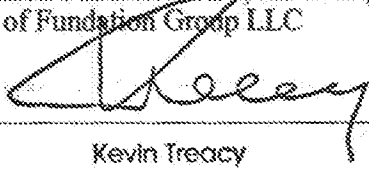
use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

FUNDATION GROUP LLC

By: Garrison Fundation LLC, the managing member of Fundation Group LLC

By: 
Name: Kevin Treacy
Title: Chief Operations Officer

[Signature Page to Contribution and Exchange Agreement]

LINEAR FINANCIAL TECHNOLOGIES
HOLDING LLC

Brian Geary
By: Brian Geary (Dec 21, 2020 18:05 EST)
Name: Brian Geary
Title: President

LINEAR FINANCIAL TECHNOLOGIES LLC

Brian Geary

By: Brian Geary [Dec 21, 2020 18:05 EST]

Name: Brian Geary

Title: President

DISCLOSURE SCHEDULES
to the
CONTRIBUTION AND EXCHANGE AGREEMENT
by and between
FOUNDATION GROUP LLC
and
LINEAR FINANCIAL TECHNOLOGIES LLC

DATED AS OF DECEMBER 22, 2020

Reference is made to that certain Contribution and Exchange Agreement (the “Agreement”), dated as of December 22, 2020, by and between Foundation Group LLC, a Delaware limited liability company (“Contributor”), and Linear Financial Technologies LLC, a Delaware limited liability company (the “Company”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The headings contained in these Disclosure Schedules are solely for convenience of reference and shall not affect the meaning or interpretation of these Disclosure Schedules, the Agreement or of any item, term or provision hereof or thereof.

Schedule 1.1

Contributed Assets

(b) Trademarks and Trade Names

Owner of Record	Trademark/Title	Serial No.	Filing Date	Registration No. Registration Date	Status	Jurisdiction
Fundation Group LLC	Fundation	85710377	August 22, 2012	4433654 November 12, 2013	Active	United States
Fundation Group LLC	Fundation	86349510	July 28, 2014	4711410 March 31, 2015	Active	United States
Fundation Group, LLC	Able Lending	87684337	November 14, 2017	5507137 July 3, 2018	Active	United States
Fundation Group, LLC		86359698	August 7, 2014	4703708 March 17, 2015	Active	United States
Fundation Group, LLC	KinneK	88611246	September 10, 2019	6065972 May 26, 2020	Active	United States
Fundation Group LLC	CATALYST Growth. Enabled.	87118555	July 27, 2016	5381602 January 16, 2018	Active	United States
Fundation Group, LLC	Embedded Credit	90109687	August 12, 2020	Application Pending	Application under review	United States
Fundation Group, LLC	Payovertime	88852795	March 30, 2020	Registration Denied	Appeal Pending	United States
Fundation Group, LLC	Unified	88852855	March 30, 2020	NonFinal Office Action		United States

(c) [REDACTED]

[REDACTED] of Fundation Group LLC 401(k) Retirement Plan (“[REDACTED]”)

[REDACTED] Consulting LLC (“[REDACTED]”)


Schedule 3.8(a)

Registered IP

Domain Names:

1. www.foundation.com
2. www.foundation.ca

Trademarks

Owner of Record	Trademark/Title	Serial No.	Filing Date	Registration No. Registration Date	Status	Jurisdiction
Fundation Group LLC	Fundation	85710377	August 22, 2012	4433654 November 12, 2013	Active	United States
Fundation Group LLC	Fundation	86349510	July 28, 2014	4711410 March 31, 2015	Active	United States
Fundation Group, LLC	Able Lending	87684337	November 14, 2017	5507137 July 3, 2018	Active	United States
Fundation Group, LLC		86359698	August 7, 2014	4703708 March 17, 2015	Active	United States
Fundation Group, LLC	Kinnek	88611246	September 10, 2019	6065972 May 26, 2020	Active	United States
Fundation Group LLC	CATALYST Growth. Enabled.	87118555	July 27, 2016	5381602 January 16, 2018	Active	United States
Fundation Group, LLC	Embedded Credit	90109687	August 12, 2020	Application Pending	Application under review	United States
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Fundation Group, LLC	Unified	88852855	March 30, 2020	NonFinal Office Action		United States

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Assignment”) is effective as of February 25, 2021, by and between Foundation Group LLC, a Delaware limited liability company (“Assignor”) and Linear Financial Technologies LLC, a Delaware limited liability company (“Assignee”).

This Agreement is made and delivered pursuant to, and subject to the terms of, that certain Contribution and Exchange Agreement, dated as of December 22, 2020 (the “Contribution and Exchange Agreement”), by and among Assignor, Assignee and the other parties thereto, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Contributed Assets, including without limitation the trademarks and service marks set forth on Schedule A, attached hereto, including without limitation all registrations, applications to register, common law trademark rights and goodwill associated with any of the foregoing (collectively, the “Assigned Marks”) and the internet domain names set forth on Schedule B, attached hereto, including without limitation the domain name registrations thereof (collectively, the “Assigned Domain Names”). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contribution and Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contribution and Exchange Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to (i) the Assigned Marks, including without limitation the registered trademarks and trademark applications set forth on Schedule A, and (ii) the Assigned Domain Names; together with (b) all rights to income, royalties, and license fees deriving from any of the Assigned Marks or the Assigned Domain Names, all claims for damages by reason of past, present and future infringements and dilution of any of the Assigned Marks or the Assigned Domain Names or injury to the goodwill associated with any of the Assigned Marks or the Assigned Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives (all of the foregoing, collectively, the “Assigned IP”); all of the foregoing, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned IP, and the intellectual property rights therein assigned to Assignee hereunder. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, Assignor agrees to cooperate with Assignee to follow Assignee’s reasonable instructions in order to fully effectuate the transfer of the registration of the Assigned Domain Names to Assignee or its designee in a timely manner. Specifically, Assignor agrees to correspond with the appropriate Assigned Domain Names registrar to authorize and

instruct transfer of the Assigned Domain Names and to follow the procedures of, and to enter into, any agreement of the Assigned Domain Name registrar to effect such transfer.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

4. Miscellaneous. The provisions of Sections 11.1, 11.2, 11.3, 11.6, 11.7, 11.10, 11.11, 11.12, , 11.16 and 11.21 of the Contribution and Exchange Agreement are incorporated by reference herein, mutatis mutandis.


* * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

FUNDATION GROUP LLC, a Delaware limited liability company

By: Garrison Fundation LLC, the managing member of Fundation Group LLC

By:  _____
Name: Kevin Treacy
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNEE:

**LINEAR FINANCIAL TECHNOLOGIES
LLC**, a Delaware limited liability company

DocuSigned by:

By: Brian Geary
Name: Brian Geary
Its: President

SCHEDULE A

Assigned Marks

Trademarks:

Owner of Record	Trademark/Title	Serial No.	Filing Date	Registration No. Registration Date	Status	Jurisdiction
Fundation Group LLC	Fundation	85710377	August 22, 2012	4433654 November 12, 2013	Active	United States
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Fundation Group, LLC	Embedded Credit	90109687	August 12, 2020	Non-Final Office Action Issued		United States
Fundation Group, LLC	Payovertime	88852795	March 30, 2020	Registration Denied	Appeal Pending	United States
Fundation Group, LLC	Unified	88852855	March 30, 2020	NonFinal Office Action		United States

SCHEDULE B

Assigned Domain Names

1. www.foundation.com
2. www.foundation.ca