

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kabbage Diameter, LLC		10/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alpha Kabbage, Inc.		
Street Address:	730 PEACHTREE STREET		
Internal Address:	SUITE 1100		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85516173	RADIUS	
Serial Number:	85765739	RADIUS	
Serial Number:	86611071	OPPORTUNITIES ARE ENDLESS	
Serial Number:	86746274	OPPORTUNITIES ARE ENDLESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2158538260		
Email:	eklazmer@patentstrademarks.com		
Correspondent Name:	Erica C. Klazmer		
Address Line 1:	100 W Main Street		
Address Line 2:	Suite 205		
Address Line 4:	Lansdale, PENNSYLVANIA 19446		
NAME OF SUBMITTER:	Erica C. Klazmer		
SIGNATURE:	/Erica C. Klazmer/		
DATE SIGNED:	05/28/2021		
Total Attachments: 4			

OP \$115.00 85516173

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TRADEMARK RIGHTS ASSIGNMENT

This Trademark Rights Assignment (this "Assignment") is made effective this 13th day of October, 2020, by and between Kabbage Diameter, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignor"), and Alpha Kabbage, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Kabbage, LLC (an affiliate of Assignor) ("Kabbage") and Assignee are parties to the Agreement and Plan of Merger, by and among American Express Travel Related Services Company, Inc., Green Acquisition Merger Sub, Inc., Assignor and Assignee, dated as of August 16, 2020 (the "Merger Agreement") (capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Merger Agreement);

WHEREAS, as a condition to Closing, Kabbage is required to effect the Reorganization pursuant to which Kabbage and its affiliates, including Assignor, will distribute to Assignee, which is the sole member of Kabbage, Transferred Assets and Liabilities, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of certain assets and liabilities of a going business;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Merger Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1) Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages, profits or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past, present or future infringements and collect same for Assignee's sole use and enjoyment.
- 2) Assignor does hereby authorize and request the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.
- 3) This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the

State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction.

- 4) Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

Trademark Rights Assignment

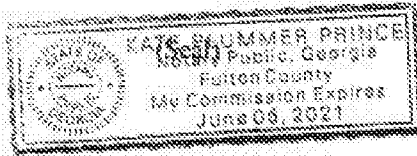
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Kabbage Diameter, LLC
By: Kabbage, LLC
Its: Sole Member
By: Alpha Kabbage, Inc.
Its: Sole Member

Signature: Scott Askins
Name: L. Scott Askins
Title: General Counsel

On this 9 day of October, 2020, before me, the undersigned Notary Public, personally appeared L. Scott Askins proved to me through satisfactory evidence of identification, which was/were 10 to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary
My Commission Expires 06/05/21

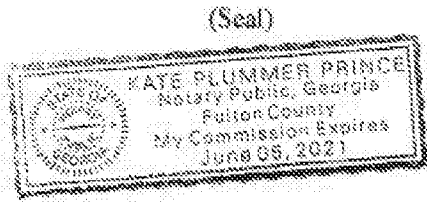


ASSIGNEE: Alpha Kabbage, Inc.

Signature: Scott Askins
Name: L. Scott Askins
Title: General Counsel

On this 9 day of October, 2020, before me, the undersigned Notary Public, personally appeared L. Scott Askins proved to me through satisfactory evidence of identification, which was/were 10 to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary
My Commission Expires 06/05/21



Signature page to Trademark Rights Assignment

Exhibit A

Marks

Mark	Application Number	Registration Number	Jurisdiction
RADIUS (Radius Mark)	85516173	4227834	United States
RADIUS (Radius Mark)	85765739	4685163	United States
OPPORTUNITIES ARE ENDLESS (Radius Mark)	86746274	5087908	United States
OPPORTUNITIES ARE ENDLESS (Radius Mark)	86611071	5503402	United States