900645204 09/23/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM676373

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900639509

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ricardo Cornedi Janini		08/18/2021	INDIVIDUAL: BRAZIL

RECEIVING PARTY DATA

Name:	Safra National Bank of New York		
Street Address:	PO Box 2416, Second Floor Road Town		
Internal Address:	Marcy Building, Purcell Estate		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	national association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6412384	ACCESS LOANS

CORRESPONDENCE DATA

Fax Number: 2023187707

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: 202.251.6920

Email: tm@potomaclaw.com
Correspondent Name: Julia Anne Matheson

Address Line 1: 1300 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 2834-0044

DOMESTIC REPRESENTATIVE

Name: Julia Anne Matheson

Address Line 1: 1300 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Julia Anne Matheson		
SIGNATURE:	/Julia Anne Matheson/		
DATE SIGNED:	09/23/2021		

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Total Attachments: 4

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TRADEMARK

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of August 18, 2021 (the "Effective Date"), by and between Ricardo Cornedi Janini (the "Assignor") and Safra National Bank of New York, a national association (the "Assignee"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of July 29, 2021 by and among the Assignor, the Assignee, and Access Loans LLC (the "APA").

RECITALS

A. Pursuant to the APA, Assignor has agreed to assign and transfer to Assignee all of the Assignor's right, title, and interest in and to the Access Loans Mark (as defined in the APA).

AGREEMENT

Now, therefore, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment. The Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to, together with the goodwill of the business under the Access Loans Mark described in Schedule 1 attached hereto (collectively, the "Assigned Trademark") throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present, or future infringements or dilutions. The foregoing assignment is made in connection with the purchase of the Transferred Assets by Assignee from Access Loans LLC to which the Assigned Trademark pertains.
- 2. Recordation and Further Actions. Assignor 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 Assignment upon request by Assignee. Upon Assignee's reasonable written request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, agents, 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 Assigned Trademark to Assignee, or any assignee or successor thereto. Further, Assignor acknowledges and agrees that third-parties receiving this Assignment from Assignee may rely upon it and take and do such actions as necessary to cause the registration of the Assigned Trademark to be in the name of the Assignee or any assignee or successor thereto.
- 3. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upo n, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.
- 4. No Effect on the APA. Nothing contained in this Assignment shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the APA. This Assignment is entered into and delivered pursuant to the terms of the APA, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency

TRADEMARK REEL: 007429 FRAME: 0960 or conflict between the terms of the APA and the terms of this Assignment, the terms of the APA shall prevail.

- 5. Further Assurances. Assignor shall cause each of his affiliates, inventors, and employees to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be reasonably necessary, or otherwise reasonably requested by Assignee, to vest in Assignee the Assigned Trademark. For the purpose of clarity, any fees, costs, and expenses for the recording of and vesting in Assignee the Assigned Trademark with the appropriate governmental entities, trademark offices, and/or registrar shall be borne by the Assignee.
- 6. Governing Law; Venue. The interpretation and enforcement of this Assignment and the rights and obligations of the Assignor and Assignee shall be construed and enforced in accordance with the governing law and venue set forth in the APA.
- 7. **Miscellaneous.** This Assignment may be executed in separate counterparts, including facsimile or other electronic counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts, each shall constitute but one and the same instrument. The section headings contained herein are for convenience only and shall not be construed as part of this Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Assignment.

[Signature Page to Follow]

TRADEMARK
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Schedule 1

Access Loans Mark

Mark	<u>Jurisdiction</u>	Registration Number	Registration Date
Access Loans	United States	6412384	July 6, 2021

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[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:	ÄS	ASSIGNEE:			
*	•	SAFRA	NATIONAL B	ANK OF NEW Y	ORK /
Ву:	AAAAAAAAAAAAAA.	By;	W	MAY S	
Ricardon	edi Janini	Name:	Simoni M	orato / Cardec	Bertaco
		Title:	C60	/ EVPACO	introller

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RECORDED: 08/26/2021