

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685416

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900646466

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simple Finance Technology Corp		11/02/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The PNC Financial Services Group, Inc.
Street Address:	Tower at PNC, 300 Fifth Avenue
Internal Address:	Mail Stop PT-PTWR-18-1
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	87622428	BANKSIMPLE
Serial Number:	90284351	BUFFER
Serial Number:	86273442	INSTANT
Serial Number:	85113962	SAFE-TO-SPEND
Serial Number:	88981855	SIMPLE
Serial Number:	85984156	SIMPLE
Serial Number:	85360756	SIMPLE
Serial Number:	88185153	SIMPLE
Serial Number:	86639062	SIMPLE
Serial Number:	86984603	SIMPLE
Serial Number:	87319592	
Serial Number:	86976267	
Serial Number:	86007603	
Serial Number:	85983631	

CORRESPONDENCE DATA

Fax Number: 4127625920

TRADEMARK

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: 4127627887
Email: legaldocket@pnc.com
Correspondent Name: Laura Long, The PNC Financial Services G
Address Line 1: Tower at PNC, 300 Fifth Avenue
Address Line 2: Mail Stop PT-PTWR-18-1
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Laura Long
SIGNATURE:	/Laura Long/
DATE SIGNED:	11/03/2021

Total Attachments: 14
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), effective as of **September 21, 2021** (the “Effective Date”), is made by and between Simple Finance Technology Corp, a Delaware corporation, having a principal place of business at 120 Southeast Clay Street, Floor 2, Portland, Oregon 97214 (“Assignor”) and The PNC Financial Services Group, Inc., a Pennsylvania corporation, having a principal place of business at the Tower at PNC, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 (“Assignee”).

WHEREAS, Assignor, is the owner and has exercised legitimate control over the patents and patent applications set forth on attached Schedule A (hereinafter referred to as the “Inventions”), and

WHEREAS, Assignor owns all rights, title, and interest in and to the trademarks and service marks set forth on attached Schedule B and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, the goodwill of the business associated with and symbolized by the trademarks, and the portion of the business associated therewith (hereinafter referred to as the “Marks”), and

WHEREAS, Assignor has exercised legitimate control over the use of the Marks, and

WHEREAS, Assignee, is desirous of securing the entire right, title, and interest in and to the Inventions in all countries throughout the world, and in and to all applications for patents on the Inventions in all countries throughout the world, including any PCT International Application and all national stage applications based thereon that may be filed, and all patents issued upon such applications in all countries throughout the world, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Marks and all registrations, pending applications, and all other filings for the Marks, together with the goodwill of the business in connection with which the Marks were and/or are used and which is symbolized by the Marks, all common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to bring proceedings and recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of the premises, \$1.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Inventions.** Assignor does hereby assign unto Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the Inventions, the applications that disclose and claim the Inventions, any PCT International Application and all national stage applications based thereon that may be filed, any other applications for patents filed anywhere in the world that claim the Inventions, and all divisions, and continuations of any such application, and all patents which may be granted thereon, and all reissues thereof, all rights to claim priority in any country on the basis of any such applications, and all extensions, renewals, and reissues thereof, and the right to recover damages and profits for past and future infringement thereof; and Assignor hereby authorizes and requests that any official of any country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment.
2. **Assignment of Marks.** Assignor does hereby assign unto Assignee, its lawful successors and assigns, all right, title and interest in and to the Marks and the registrations, pending application, and all other filings for the Marks for the United States and throughout the world together with the goodwill of the business in connection with which the Marks were and/or are used and which is

symbolized by the Marks, all common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to bring proceedings and recover for damages and profits for past infringements thereof.

3. **Continued Cooperation.** The Assignor shall, without further consideration but at the Assignee's expense, cooperate and assist the Assignee, or its designee, in every reasonable and proper way to secure, protect, and enforce the Assignee's rights in the Marks and Inventions in any and all countries, and shall execute such instruments of transfer, assignment, conveyance or confirmation and such other documents as the Assignee may reasonably request to evidence, confirm or perfect the assignment of all of the Assignee's right, title and interest in and to the Marks and Inventions. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
4. **Representations and Warranties.** Except as expressly provided in this Assignment or in the Agreement, Assignor makes no representations or warranties and all assets are assigned on an "as is, where is" basis. Assignee acknowledges that no representations or warranties are made or implied, and that all representations and warranties are disclaimed.
5. **Authority to Execute.** The persons signing this Assignment on behalf of Assignor and Assignee represent and warrant that they have full power and authority to effect the assignment of rights, title, and interest set forth in this Assignment.

(Signatures appear on the following pages)

ASSIGNOR:

Simple Finance Technology Corp, a Delaware corporation

DocuSigned by:
By: Brian R. Herrick
8960936B4103452...
Its: Vice President and Secretary
Date: 11/2/2021 | 12:09 PM EDT

ASSIGNEE:

The PNC Financial Services Group, Inc.


DocuSigned by:
By: Laura Long
9661D23FF9064E8...
Its: Assistant Corporate Secretary
Date: 11/2/2021 | 12:33 PM EDT

EXHIBIT A











Patents









Title	Country	App. No.
Transferring Funds Between Financial Accounts of Two Accountholders	United States	14/481,780
Transferring Funds Between Financial Accounts of Two Accountholders	United States	15/828,169


EXHIBIT B**TRADE / SERVICE MARKS**

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
BANKSIMPLE	U.S.	87622428	09/26/2017		
BUFFER	U.S.	90284351	10/28/2020		
INSTANT	U.S.	86273442	5/6/2014	4705544	3/17/2015
SAFE-TO-SPEND	U.S.	85113962	8/23/2010	4147291	5/22/2012
SIMPLE	U.S.	88981855	11/7/2018	6421557	07/13/2021
SIMPLE	U.S.	85984156	6/30/2011	5003698	7/19/2016
SIMPLE	U.S.	85360756	6/30/2011	5675453	2/12/2019
SIMPLE	U.S.	88185153	11/07/2018		
 SIMPLE	U.S.	86639062	5/22/2015		
 SIMPLE	U.S.	86984603	5/22/2015	6441227	08/03/2021
	U.S.	87319592	1/31/2017	6185436	10/27/2020
	U.S.	86976267	7/11/2013	4733355	5/5/2015
	U.S.	86007603	7/11/2013	4536283	05/27/2014
	U.S.	85983631	6/25/2013	4732203	5/5/2015
	Canada			TMA1035592	7/4/2019

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
	Canada			TMA1035589	07/04/2019
SAFE-TO-SPEND	Canada			TMA1035586	07/04/2019
SIMPLE	Canada			TMA1045095	07/26/2019
 SIMPLE	Canada			TMA1045096	7/26/2019
SIMPLE INSTANT	Canada			TMA1035594	07/04/2019
SIMPLE-TO-SIMPLE	Canada			TMA1035585	07/04/2019
	European Union			12855912	03/28/2015
	European Union			12855797	10/2/2014
BANKSIMPLE	European Union			12855871	10/2/2014
INSTANT	European Union			12855748	10/2/2014
 Let's Make Banking Beautiful	European Union			13594361	4/20/2015
MONEYDROP	European Union			12855722	5/16/2015
 Safe-to-Spend	European Union			13585922	04/21/2015
 SIMPLE	European Union			13152657	12/19/2014
SIMPLE INSTANT	European Union			12855763	10/2/2014
SIMPLE-TO-SIMPLE	European Union			12855938	10/2/2014

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
	Mexico			1622343	3/18/2016
	Mexico			1578301	10/7/2015
	Mexico			1572572	9/14/2015
	Mexico			1571804	9/10/2015
	Mexico			1605215	1/29/2016
	Mexico			1575164	9/25/2015
	Mexico			1572573	9/14/2015
BANKSIMPLE	Mexico			1621026	3/10/2016
BANKSIMPLE	Mexico			1571803	9/10/2015
BANKSIMPLE	Mexico			1571488	9/10/2015
 Let's Make Banking Beautiful	Mexico			1608516	1/27/2016
 Let's Make Banking Beautiful	Mexico			1575165	9/25/2015
 Let's Make Banking Beautiful	Mexico			1573269	9/17/2015
MONEYDROP	Mexico			1576513	9/29/2015
SAFE-TO-SPEND	Mexico			1572871	9/15/2015

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
 Safe-to-Spend	Mexico			1566659	8/24/2015
SIMPLE	Mexico			1621027	3/10/2016
 SIMPLE	Mexico			1626841	4/12/2016
 SIMPLE	Mexico			1617747	2/29/2016
 SIMPLE	Mexico			1592890	11/25/2015
SIMPLE INSTANT	Mexico			1575299	9/28/2015
SIMPLE INSTANT	Mexico			1633951	4/28/2016
SIMPLE-TO-SIMPLE	Mexico			1575298	9/28/2015
SIMPLE-TO-SIMPLE	Mexico			1633950	4/28/2016
	United Kingdom			UK00912855912	3/28/2015
	United Kingdom			UK00912855797	10/2/2014
BANKSIMPLE	United Kingdom			UK00912855871	10/2/2014
INSTANT	United Kingdom			UK00912855748	10/2/2014
 Let's Make Banking Beautiful	United Kingdom			UK00913594361	4/20/2015
MONEYDROP	United Kingdom			UK00912855722	5/16/2015
 Safe-to-Spend	United Kingdom			UK00913585922	4/21/2015

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
 SIMPLE	United Kingdom			UK00913152657	12/19/2014
SIMPLE INSTANT	United Kingdom			UK00912855763	10/2/2014
SIMPLE-TO-SIMPLE	United Kingdom			UK00912855938	10/2/2014