

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Truist Financial Corporation		04/12/2022	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cognition Financial Corporation		
<b>Street Address:</b>	200 Clarendon Street		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3895296	CUSTOM CHOICE LOAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172613175		
<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>			
<b>Phone:</b>	617-261-3100		
<b>Email:</b>	kathleen.burch@klgates.com		
<b>Correspondent Name:</b>	Kathleen M. Burch, K&L Gates LLP		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 2:</b>	State Street Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	Kathleen M. Burch		
<b>SIGNATURE:</b>	/Kathleen M. Burch/		
<b>DATE SIGNED:</b>	04/29/2022		
<b>Total Attachments: 4</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is effective as of April 14, 2022 by and between Truist Financial Corporation, a North Carolina corporation (the "Assignor"); and Cognition Financial Corporation, a Delaware corporation (the "Assignee"). Licensor and Licensee are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, Assignor and Assignee are parties to that certain Trademark License Agreement dated as of May 31, 2020 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "License");

WHEREAS, Assignor owns the mark and registration listed on Schedule 1 (the "Assigned Mark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Mark; and

WHEREAS, pursuant to the License the Assignor has agreed to execute and deliver this Assignment to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby acquires, assumes and accepts from Assignor, all of Assignor's right, title, and interest in, to and under the Assigned Mark, including any and all common law rights thereof, together with all goodwill associated therewith, and any renewals and extensions thereof that may hereafter be secured under the laws in effect in the United States or any other country of jurisdiction throughout the world, free and clear of all encumbrances.

2. Following the date hereof, Assignor shall take such steps and actions and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Mark to Assignee, its legal representatives or any assignee or successor thereto. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

3. Assignee acknowledges that the Assigned Mark and the Registration are assigned to it by Assignor "AS IS", that Assignor makes no representations or warranties regarding the Assigned Mark, the Registration, and that Assignor EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, including, but not limited to, the implied warranties of non-infringement, enforceability, merchantability, title or fitness for a particular purpose. Notwithstanding the foregoing, Assignor represents and warrants that it has not assigned or transferred the Assigned

Mark to anyone other than Assignee, that Assignor is not aware of any claims of infringement asserted against Assignor related to its use of the Assigned Mark, and that Assignor will not execute any instrument or grant or transfer any rights or interest inconsistent with the rights and interests granted herein.

4. To the fullest extent permitted by law, Assignee will at its own expense defend, indemnify and hold harmless Assignor, its affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any and all liabilities, damages, awards, losses, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of any third party claims, demands, suits, or causes of action, to the extent arising out of any claim that the Assigned Mark infringes or violates the rights of any third party arising after the Effective Date.

5. This Assignment will be governed by the laws of the State of Georgia without giving effect to any choice or conflict of law principles of any jurisdiction.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission, e-mail or other electronic delivery shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original executed version of this Assignment for all purposes.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

TRUIST FINANCIAL CORPORATION  
As Assignor

E-SIGNED by Marc Michaels  
on 2022-04-29 13:46:45 GMT

By: \_\_\_\_\_

Name: Marc Michaels  
Title: Senior Vice President

Acknowledged and accepted by:

COGNITION FINANCIAL CORPORATION

By: *Deirdre C. Bernard*

Name: *Deirdre Bernard*  
Title: *CFO*

SCHEDULE 1

**Assigned Mark**

TRADEMARK	U.S. REGISTRATION NO.	CLASS	DATE OF REGISTRATION
CUSTOM CHOICE LOAN	3,895,296	36	12/21/2010

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