

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY PURCHASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank		08/16/2022	State-Chartered bank: TEXAS
RECEIVING PARTY DATA			
Name:	BankDirect Capital Finance, LLC		
Street Address:	150 N. FIELD DRIVE		
Internal Address:	SUITE 190		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3972515	BANKDIRECT	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	06/28/2023		
Total Attachments: 8			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This AMENDED AND RESTATED Intellectual Property Purchase Agreement (this "Agreement"), dated as of September 3, 2022, amends, restates and supersedes the INTELLECTUAL PROPERTY PURCHASE AGREEMENT, dated August 16, 2022 (the "Prior Agreement"), by and between BankDirect Capital Finance, LLC, a Delaware limited liability company ("Transferee") and Texas Capital Bank, a Texas state-chartered bank ("Transferor," together with Transferee, the "Parties"). This Agreement shall be deemed effective as of August 16, 2022 (the "Effective Date").

WHEREAS, Transferee is a direct and wholly owned subsidiary of Transferor.

WHEREAS, Transferee's business consists of originating, purchasing, selling and servicing insurance premium financing loans and other loans and financial transactions and performing and providing other services relating thereto, as conducted by Transferor and Transferee. (the "Business")

WHEREAS, legal ownership of (a) the domain names set forth on Schedule 1 attached hereto (collectively, the "Domain Names") and (b) (i) the trademark registration set forth on Schedule 2 attached hereto, (ii) all trademarks, service marks, trade dress, trade names, slogans, logos and corporate names and other indicia of origin and source identifiers owned by Transferor incorporating "BANKDIRECT" or "BDCF" and (iii) all common law rights in any of the foregoing and all goodwill associated with the foregoing (collectively, the "Trademarks"), and together with the Domain Names, the "Intellectual Property"), is vested in Transferor;

WHEREAS, the Intellectual Property is primarily used in the Business; and

WHEREAS, effective as of the Effective Date, in exchange for the Purchase Price (as defined below), Transferor desires to irrevocably sell, assign, grant, convey, transfer and deliver to Transferee all of Transferor's rights, title and interest in and to the Intellectual Property and Transferee desires to unconditionally accept such sale, assignment, grant, conveyance, transfer and delivery and assume all of Transferor's duties, liabilities and obligations with respect to the Intellectual Property, and to satisfy, pay, perform and discharge, as and when due, all of the obligations of Transferor with respect to the Intellectual Property (the "Assumed Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effectiveness. This Agreement shall be effective as of the Effective Date.
2. Assignment and Assumption.
 - (a) Assignment. Subject to the terms and conditions set forth herein, and in exchange for Transferee's payment of the Purchase Price (as defined below), Transferor hereby sells, assigns, grants, conveys, transfers and delivers, to Transferee all of its

respective rights, title and interest in and to the Intellectual Property and the use thereof throughout the universe, together with the goodwill, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Transferor with respect to any of the foregoing as well as all other rights, privileges, and protections of any kind whatsoever of Transferor accruing under any of the foregoing for Transferee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives. Transferor agrees to take all actions necessary to transfer full control and ownership of the Intellectual Property to Transferee as promptly as reasonably practicable, and execute and deliver to Transferee, or to such other person as Transferee may reasonably request, such forms a domain name registrar or a trademark office, as applicable, may require to evidence the transfer or assignment of the Intellectual Property to Transferee (the "Assignment").

- (b) Assumption. Subject to the terms and conditions set forth herein, Transferee hereby unconditionally accepts the Assignment and, without limiting the foregoing, assumes and agrees to satisfy, pay, perform and discharge, as and when due, all of the Assumed Liabilities.
 - (c) Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Transferee.
3. Purchase Price. The aggregate purchase price for the Intellectual Property shall be US\$1.00 per Domain Name and US\$1.00 for the Trademarks (the "Purchase Price"), plus the assumption of the Assumed Liabilities. Transferee shall promptly pay to Transferor the Purchase Price in accordance with the instructions provided by Transferor in respect thereof.
4. Miscellaneous.
- (a) Further Assurances.
 - (i) From and after the date hereof, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder; and
 - (ii) Transferor shall take such steps and actions and shall provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives (including executing and delivering 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 Intellectual Property to Transferee, or any of Transferee's successors or assigns. Notwithstanding anything to the contrary in any such document, to the extent of any conflict or inconsistency between this Agreement and such instrument, this Agreement shall control.

- (b) Disclaimer of Representations and Warranties. EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) ACKNOWLEDGES AND AGREES THAT THE INTELLECTUAL PROPERTY IS BEING TRANSFERRED ON AN “AS IS, WHERE IS” BASIS, EACH PARTY ASSUMES ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO ITS USE OF, AND RELIANCE UPON, THE INTELLECTUAL PROPERTY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE INTELLECTUAL PROPERTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE INTELLECTUAL PROPERTY, INCLUDING THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE INTELLECTUAL PROPERTY.
- (c) Entire Agreement. This Agreement, including any exhibits and schedules hereto, contains all of the terms and conditions agreed upon or made by the Parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter.
- (d) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision negotiated in good faith by the Parties shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not, subject to clause (i) above, be affected by such invalidity or unenforceability, except as a result of such substitution, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- (e) Amendment and Modification. No amendment to or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (f) No Waiver. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver.
- (g) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or by attachment to electronic mail in portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement, and shall

become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties hereto.

- (h) Third Party Beneficiaries. This Agreement is solely for the benefit of each Party and its respective affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person, and should not be deemed to confer upon any third party any remedy, claim, liability, reimbursement, proceedings or other right in excess of those existing without reference to this Agreement.

- (i) Governing Law. This Agreement, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature page follows. The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

TRANSFeree:

BankDirect Capital Finance, LLC

By: _____

Name: Joseph G. Shockey

Title: Chief Executive Officer

TRANSFEROR:

Texas Capital Bank

By: _____

Name: Matt Scurlock

Title: Executive Vice President, Chief Financial Officer

[Signature Page to Amended and Restated Intellectual Property Purchase Agreement]

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

TRANSFeree:

BankDirect Capital Finance, LLC


By: _____

Name: Joseph G. Shockey

Title: Chief Executive Officer

TRANSFEROR:

Texas Capital Bank

By:  _____

Name: Matt Scurlock

Title: Executive Vice President, Chief Financial Officer

[Signature Page to Amended and Restated Intellectual Property Purchase Agreement]

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TRADEMARK
REEL: 008116 FRAME: 0129

SCHEDULE 1
DOMAIN NAMES

Domain Name	Domain Organization
bankdirect.com	Texas Capital Bank, N.A.
bankdirect.app	Texas Capital Bank, N.A.
bankdirect.bank	Texas Capital Bank, N.A.
bankdirect.info	Texas Capital Bank, N.A.
bankdirect.online	Texas Capital Bank, N.A.
bankdirect.org	Texas Capital Bank, N.A.
bankdirect.us	Texas Capital Bank, N.A.
bankdirectcapital.app	Texas Capital Bank, N.A.
bankdirectcapital.biz	Texas Capital Bank, N.A.
bankdirectcapital.co	Texas Capital Bank, N.A.
bankdirectcapital.com	Texas Capital Bank, N.A.
bankdirectcapital.info	Texas Capital Bank, N.A.
bankdirectcapital.net	Texas Capital Bank, N.A.
bankdirectcapital.online	Texas Capital Bank, N.A.
bankdirectcapital.org	Texas Capital Bank, N.A.
bankdirectcapital.us	Texas Capital Bank, N.A.
bankdirectcapitalfinance.app	Texas Capital Bank, N.A.
bankdirectcapitalfinance.biz	Texas Capital Bank, N.A.
bankdirectcapitalfinance.co	Texas Capital Bank, N.A.
bankdirectcapitalfinance.com	Texas Capital Bank, N.A.
bankdirectcapitalfinance.info	Texas Capital Bank, N.A.
bankdirectcapitalfinance.net	Texas Capital Bank, N.A.
bankdirectcapitalfinance.online	Texas Capital Bank, N.A.
bankdirectcapitalfinance.org	Texas Capital Bank, N.A.
bankdirectcapitalfinance.us	Texas Capital Bank, N.A.
bankdirectcf.com	Texas Capital Bank, N.A.
bdcapfin.com	Texas Capital Bank, N.A.
bdcf.co	Texas Capital Bank, N.A.
bdcfllc.com	Texas Capital Bank, N.A.

SCHEDULE 2

TRADEMARK

Mark	IC	Country	Status	Registration Number	Owner
BANKDIRECT	36	USA	Registered	3972515	Texas Capital Bank, N.A.

S2-1

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