

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognition Financial Corporation		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monogram LLC		
Street Address:	200 Clarendon Street		
Internal Address:	3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5813912		
Registration Number:	5325222	COGNITION	
Registration Number:	5924174	COGNITION	
Registration Number:	3895296	CUSTOM CHOICE LOAN	
Registration Number:	2942103	FIRSTMARBLEHEAD	
Registration Number:	3040257	FIRSTMARBLEHEAD	
Registration Number:	3890661	MONOGRAM	
Registration Number:	2976008		
Registration Number:	6060259	START STUDENT LOAN	
Registration Number:	6070863	START STUDENT LOAN	
Registration Number:	4157699	UNION FEDERAL	
Registration Number:	4863314	UU	
Serial Number:	88814892	WELLFI	
CORRESPONDENCE DATA			
Fax Number:	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>			

CH \$340.00 5813912

Phone: 617-261-3100
Email: kathleen.burch@klgates.com
Correspondent Name: Kathleen M. Burch, K&L Gates LLP
Address Line 1: 1 Congress Street, Suite 2900
Address Line 4: Boston, MASSACHUSETTS 02114

NAME OF SUBMITTER: Kathleen M. Burch

SIGNATURE: /Kathleen M. Burch/

DATE SIGNED: 09/14/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed as of September 8, 2023, by and between Cognition Financial Corporation, a Delaware corporation ("Assignor") and Monogram LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement dated as of June 30, 2023 (the "APA"), pursuant to which, on the terms and conditions set forth therein, the Sellers (as defined in the APA) shall convey, assign and transfer to the Buyers, and the Buyers (as defined in the APA) shall purchase, acquire and accept from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets and the Buyers shall assume and satisfy and discharge when due the Assumed Liabilities;

WHEREAS, Assignor is the owner of certain trademarks included in the Transferred IP (as defined in the APA), including such trademarks set forth on Schedule 1 attached hereto (such listed trademarks, but only to the extent included in the Transferred IP under the APA, the "Assigned Trademarks"); and

WHEREAS, pursuant to the APA, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

1. In accordance with and subject to the terms of the APA, and for the consideration set forth in the APA, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the APA execution date, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, 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.

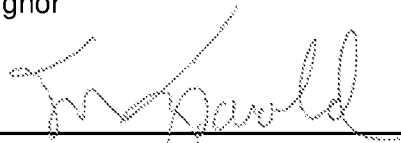
2. In accordance with and subject to the provisions of the APA and this Agreement, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor's right, title and interest in, to and under the Assigned Trademarks, including any and all common law rights thereof, together with all goodwill associated therewith.

3. The terms and conditions set forth in Section 1.05, Section 10.01 through Section 10.05, Section 10.07 through Section 10.12 and Section 10.16 of the APA are hereby incorporated by reference and made applicable, *mutatis mutandis*, to this Agreement.

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

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

COGNITION FINANCIAL CORPORATION
As Assignor

By:  _____

Name: Stanley Spavold

Title: Authorized Person

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008197 FRAME: 0928

Acknowledged and accepted by:

MONOGRAM LLC

As Assignee

By:  _____

Name: Kevin Kerrigan

Title: CFO







[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008197 FRAME: 0929

SCHEDULE 1

ASSIGNED TRADEMARKS

Registrations

Mark	Country	Registration Date	Registration No.	Classes	Status
Cog Design 	UNITED STATES	7/23/2019	5,813,912	036	REGISTERED
COGNITION	UNITED STATES	10/31/2017	5,325,222	035, 036	REGISTERED
COGNITION & Design 	UNITED STATES	12/3/2019	5,924,174	036	REGISTERED
CUSTOM CHOICE LOAN	UNITED STATES	12/21/2010	3,895,296	036	REGISTERED
FIRSTMARBLEHEAD	UNITED STATES	4/19/2005	2,942,103	035, 036	REGISTERED
FIRSTMARBLEHEAD & Design 	UNITED STATES	1/10/2006	3,040,257	035, 036	REGISTERED
MONOGRAM	UNITED STATES	12/14/2010	3,890,661	035, 036	REGISTERED
MISCELLANEOUS Design 	UNITED STATES	7/26/2005	2,976,008	035, 036	REGISTERED
START STUDENT LOAN	UNITED STATES	5/19/2020	6,060,259	036, 035	REGISTERED
START STUDENT LOAN & Design 	UNITED STATES	6/2/2020	6,070,863	035, 036	REGISTERED
UNION FEDERAL	UNITED STATES	6/12/2012	4,157,699	036	REGISTERED
MISCELLANEOUS DESIGN (union federal logo) 	UNITED STATES	12/1/2015	4,863,314	036	REGISTERED

Pending Applications and Common Law

Mark	Country	Application Date	Application No.	Classes	Status
WELLFI	UNITED STATES	2/28/2020	88/814,892	035, 036	PENDING
raise^	N/A	N/A	N/A	N/A	N/A