

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Today Marketing, LLC		11/29/2023	Limited Liability Company: DELAWARE
Elevate Credit Service, LLC		11/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Continental Finance Company, LLC		
Street Address:	4550 New Linden Hill Rd		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87369643	TODAY CARD	
Serial Number:	88434206	TODAY	
Serial Number:	90089166	TODAYVIEW	
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:	3023161562		
Email:	legal@contfinco.com		
Correspondent Name:	Lamiaa Elfar		
Address Line 1:	4550 New Linden Hill Road Suite 400		
Address Line 4:	Wilmington, DELAWARE 19808		
NAME OF SUBMITTER:	Lamiaa Elfar		
SIGNATURE:	/Lamiaa Elfar/		
DATE SIGNED:	01/02/2024		
Total Attachments: 5			
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Trademark Assignment Agreement

This Trademark Assignment Agreement ("**Agreement**") is hereby established and effective as of November 29, 2023 (the "Effective Date") by and among Today Marketing, LLC, a Delaware limited liability company ("**Today Marketing**"), Elevate Credit Services, LLC, a Delaware limited liability company ("**ECS**") (Today Marketing and ECS collectively referred to herein as the "**Assignors**") and Continental Finance Company, LLC, a Delaware limited liability company (hereinafter known as the "**Assignee**").

Recitals

Whereas, in accordance with the Purchase and Sale Agreement of even date herewith by and among the Assignors and Assignee, among others (the "**Purchase Agreement**"), Assignee is taking ownership of certain assets in connection with the credit card program referred to as the Today Card Program (the "Card Program").

Whereas, as part of this asset acquisition, Assignee is acquiring all right, title, and interest in and to any trademarks, service marks, trade dress, trade names, slogans, logos, corporate names, and other identifiers of origin and source, including registrations and pending applications for registration of these elements, as well as any goodwill associated therewith that are used in connection with the Card Program, including the marks set forth on Exhibit A attached hereto (collectively, the "**Credit Card Marks**").

Whereas, Assignors currently hold all right, title, and interest in and to the Credit Card Marks.

Whereas, Assignors wish to grant, and Assignee wishes to obtain, all right, title, interest, in and to the Credit Card Marks.

Now, therefore, for valuable and sufficient consideration as set forth in the Purchase Agreement, Assignors hereby unconditionally sell, assign, transfer, convey, and deliver to Assignee all right, title, interest in and to (a) the Credit Card Marks, (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages..

1. Assignors hereby unconditionally sell, assign, transfer, convey, and deliver to Assignee all right, title, interest in and to (a) the Credit Card Marks, (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages..
2. Assignors hereby unconditionally authorize the United States Patent and Trademark Office, or any similar foreign offices or successor offices, to record this Agreement and to record Assignee as the sole owner of the complete interest in the Credit Card Marks and their corresponding registrations.
3. Assignors unconditionally agree to cooperate with Assignee and execute any additional documents reasonably requested to register or otherwise give full effect to the rights of Assignee under this Agreement, including all documents necessary to record in the name of the Assignee the assignment of the Credit Card Marks with the United States Patent and Trademark Office or any similar foreign offices or successor offices.

4. This Agreement shall be binding on and inure to the benefit of both Assignors and Assignee, in addition to their respective successors and assigns.
5. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York County, New York and the parties hereby irrevocably consent to the personal jurisdiction and venue therein, except for any claims that are expressly preempted by federal law or subject to the exclusive jurisdiction of the federal courts under any applicable federal statute, regulation, or treaty.
6. This Agreement, including Exhibit A, constitutes the entire agreement between the parties regarding the subject matter herein. Notwithstanding the foregoing, the parties acknowledge that certain provisions in this Agreement make reference to the Purchase Agreement. To the extent that any provisions in this Agreement are in conflict with or supplement the terms and conditions of the Purchase Agreement, the Purchase Agreement shall govern.
7. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Any facsimile signatures (including facsimile signatures transmitted via email in .pdf, .tif or similar electronic format) shall be deemed to constitute originals.
8. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, such provision shall be ineffective only to the extent invalid, illegal, void or unenforceable, and the remainder of such provision and all other provisions of this Agreement shall nevertheless remain in full force and effect.

[Signature pages follow.]

In witness whereof, the parties have executed this Transfer as of the Effective Date.

Continental Finance Company, LLC

By: SKM
Name: STEPHEN McSODLEY
Title: ASSOCIATE

Today Marketing, LLC

By: _____
Name:
Title:

Elevate Credit Services, LLC

By: _____
Name:
Title:

In witness whereof, the parties have executed this Transfer as of the Effective Date.

Continental Finance Company, LLC

By: _____
Name:
Title:

Today Marketing, LLC

By:  _____
Name: Jason Harvison
Title: Chief Executive Officer

Elevate Credit Services, LLC

By:  _____
Name: Jason Harvison
Title: Chief Executive Officer

Exhibit A

Certain Credit Card Marks

Mark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
TODAY CARD	U.S.	87369643	Mar. 13, 2017	5908566	Nov. 12, 2019	Today Marketing, LLC
TODAY	U.S.	88434206	May 16, 2019	6062083	May 26, 2020	Today Marketing, LLC
TODAYVIEW	U.S.	90089166	Aug. 06, 2020	6262001	Feb. 02, 2021	Elevate Credit Services, LLC