

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406506

<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>
UNITED STUDENT AID FUNDS, INC.		11/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USA FUNDS, INC.		
<b>Street Address:</b>	9998 CROSSPOINT BLVD. SUITE 400		
<b>City:</b>	INDIANAPOLIS		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46256		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4962668	COMPLETION WITH A PURPOSE	
<b>Registration Number:</b>	1526097	UNITED STUDENT AID FUNDS, INC.	
<b>Registration Number:</b>	2023878	USA FUNDS	
<b>Registration Number:</b>	2924819	USAFUNDS	
<b>Registration Number:</b>	2816292	USAFUNDS	
<b>Registration Number:</b>	3151103	2FUTURO	
<b>Registration Number:</b>	3952337	ALARIS FINANCIAL LITERACY	
<b>Registration Number:</b>	4007078		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3179278279		
<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>	317-912-1331		
<b>Email:</b>	vic@im-iplaw.com		
<b>Correspondent Name:</b>	E. Victor Indiano		
<b>Address Line 1:</b>	9795 Crosspoint Blvd, Suite 185		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46256		
<b>NAME OF SUBMITTER:</b>	E. Victor Indiano		
<b>SIGNATURE:</b>	/E. Victor Indiano/		

OP \$215.00 4962668

<b>DATE SIGNED:</b>	11/23/2016
<b>Total Attachments: 3</b> source=Trademark assignment - USAF#page1.tif source=Trademark assignment - USAF#page2.tif source=Trademark assignment - USAF#page3.tif	



**Mark:** USAFUNDS  
**Serial No:** 76447655  
**Filing Date:** September 6, 2002  
**Registration No:** 2816292  
**Registration Date:** February 24, 2004

**Mark:** 2FUTURO  
**Serial No:** 78769429  
**Filing Date:** December 8, 2005  
**Registration No:** 3158684  
**Registration Date:** October 17, 2006

**Mark:** 2FUTURO  
**Serial No:** 78768394  
**Filing Date:** December 7, 2005  
**Registration No:** 3151103  
**Registration Date:** October 3, 2006

**Mark:** ALARIS FINANCIAL LITERACY  
**Serial No:** 77981589  
**Filing Date:** May 2, 2009  
**Registration No:** 3952337  
**Registration Date:** April 26, 2011

**Mark:** ALARIS FINANCIAL LITERACY  
(Sword and Shield Design Mark)  
**Serial No:** 77982130  
**Filing Date:** May 4, 2009  
**Registration No:** 4007078  
**Registration Date:** August 2, 2011

The Assignor is using the above-referenced trademark, and is the owner of the trademark, service mark, and trademark and service mark registration set forth above in Article III along with all of the goodwill appurtenant thereto (Collectively, the "Trademark"). The Assignee is the successor in interest to the portion of the Assignor's business, to which the Trademark pertains, and desires to acquire the Trademark together with the goodwill of the business with which said Trademarks are used, and the Assignor desires to assign all of its rights in the Trademarks, and the goodwill associated therewith to the Assignee.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor by these presents, sells, transfers, conveys, and assigns unto Assignee its entire right, title and interest in and to all of said Trademarks identified herein, all Applications for Registration therefor, all Registrations issuing therefrom, the goodwill of the business in connection with which said Trademarks are used and which are symbolized by the Trademarks including the right to sue and collect all damages for any past infringements.

**UNITED STUDENT AID FUNDS, INC. (the Assignor)**

By: [Signature]  
Stephen C. Ham, Executive Vice President  
and Chief Financial Officer

Date: 11/15/2016

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public, within and for said County and State, personally appeared Stephen C. Ham and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing Assignment on the date set forth above. Witness my hand and Notarial Seal this 15<sup>th</sup> day of November, 2016.

[Signature]  
Notary Public (Signature)

**Kimberly Kelley Lucas**  
(Printed Name) **Hamilton County Resident**  
**Commission Expires**  
**August 21, 2024**

My Commission Expires: \_\_\_\_\_

My County of Residence is: \_\_\_\_\_

**USA FUNDS, INC. (the Assignee)**

By: [Signature]  
David B. Bodd, Executive Vice President,  
General Counsel & Secretary

Date: 11/15/2016

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public, within and for said County and State, personally appeared David B. Bodd and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing Assignment on the date set forth above. Witness my hand and Notarial Seal this 15<sup>th</sup> day of November, 2016.

[Signature]  
Notary Public (Signature)

**Kimberly Kelley Lucas**  
(Printed Name) **Hamilton County Resident**  
**Commission Expires**  
**August 21, 2024**

My Commission Expires: \_\_\_\_\_

My County of Residence is: \_\_\_\_\_