# OP \$40.00 5104173

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM449320 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ascend Consumer Finance, Inc.		10/27/2017	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	The Financial Innovations Center, Inc.		
Doing Business As:	Center for Financial Services Innovation		
Street Address:	135 S. LaSalle Street, Suite 2125		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5104173	ASCEND CONSUMER FINANCE

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 7042456515

**Email:** bdavis@vlplawgroup.com

Correspondent Name: Brian M. Davis

**Address Line 1:** 5960 Fairview Rd; Suite 400

Address Line 4: Charlotte, NORTH CAROLINA 28210

NAME OF SUBMITTER:Brian M. DavisSIGNATURE:/Brian M. Davis/DATE SIGNED:11/01/2017

**Total Attachments: 2** 

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TRADEMARK REEL: 006194 FRAME: 0683

# TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "**Agreement**") is made as of October 27, 2017 ("**Effective Date**") by and between Ascend Consumer Finance, Inc. ("**Assignor**") and The Financial Innovations Center, Inc., D/B/A Center for Financial Services Innovation ("**Assignee**").

- A. Assignor has adopted and is using or has used the mark ASCEND CONSUMER FINANCE which is registered in the United States Patent and Trademark Office (the "Mark").
- B. Assignor issued a convertible promissory note to Assignee on May 28, 2015 (the "Note").
- C. Assignor is negotiating, and plans to enter into, a Stock Purchase Agreement with Jora Credit of California, LLC, a Delaware limited liability company ("**Buyer**") pursuant to which Buyer is acquiring all the outstanding shares of capital stock of the Company (the "**Sale**").
- D. Pursuant to the terms and conditions of the Sale, Assignor desires to assign and transfer the Mark to Assignee as partial satisfaction of the principal and interest due and outstanding under the Note.
- E. Assignee desires to accept the assignment and transfer of all right, title and interest in and to the Mark, the good will symbolized by the Mark, as partial satisfaction of all principal and interest due and outstanding under the Note, and any other claims thereunder.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED:

- 1. Assignor does hereby assign, transfer, convey, deliver and grant to Assignee, all of its right, title, and interest in and to the Mark and the associated registrations, and the underlying goodwill associated with and symbolized by the Mark, including the right to sue and recover for all past, present and future infringement of the Mark.
- 2. Assignor warrants that it is the registered owner of the Mark with the USPTO. Assignor does not make any other representation regarding the Mark, which is otherwise delivered 'AS-IS' and hereby disclaims any implied warranties, including the implied warranties of merchantability, fitness for a particular purpose or noninfringement.
- 3. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the Mark, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.
- 4. Assignee agrees that the Note shall be deemed to be partially satisfied by the assignment of the Mark.

TRADEMARK REEL: 006194 FRAME: 0684 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

# **Assignor:**

ASCEND CONSUMER FINANCE, INC.

Name: Steven Carlson Title: President & CEO

Assignee:

THE FINANCIAL INNOVATIONS CENTER, INC., D/B/A CENTER FOR FINANCIAL SERVICES INNOVATION

Name: Carole Brite
Title: CFO/COO

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**RECORDED: 11/01/2017** 

TRADEMARK REEL: 006194 FRAME: 0685