

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528446

<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>
Ethos Lending LLC		04/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	One American Bank		
<b>Street Address:</b>	515 S. Minnesota Ave.		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57104		
<b>Entity Type:</b>	state banking corporation: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87398584	AGORA	
<b>Serial Number:</b>	87440885	AGORA	
<b>Serial Number:</b>	87398591	AGORA HOME LOANS	
<b>Serial Number:</b>	87398589	AGORA LENDING	
<b>Serial Number:</b>	87440893	AGORA LENDING	
<b>Serial Number:</b>	87398593	AGORA LOANS	
<b>Registration Number:</b>	5607300	ETHOS LENDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	415.757.3433		
<b>Email:</b>	melissa@osbornmcderby.com		
<b>Correspondent Name:</b>	Osborn McDerby LLP Attn: Melissa LaBauve		
<b>Address Line 1:</b>	333 Bush Street, 21st Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Melissa LaBauve		
<b>SIGNATURE:</b>	/Melissa LaBauve/		
<b>DATE SIGNED:</b>	06/19/2019		

OP \$190.00 87398584

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made effective as of April 1, 2019 (the "*Effective Date*"), between Ethos Lending, LLC, a Delaware limited liability company ("*Assignor*"), and One American Bank, a South Dakota state banking corporation ("*Assignee*"), with reference to the following facts:

A. Assignor has adopted, owns, and is using the mark "Ethos Lending", as registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO") with a Registration No. 5607300 ("*Registered Mark 1*") in connection with the goods and/or services described in such registration.

B. Assignor has adopted, owns, and either intends to use or already is using the following marks for which registration applications for the Principal Register are pending with the USPTO, all in connection with the goods and/or services described in such applications:

- "Agora" – Serial No. 87398584 ("*Pending Mark 2*");
- "Agora Lending" – Serial No. 87398589 ("*Pending Mark 3*"),
- "Agora Home Loans" – Serial No. 87398591 ("*Pending Mark 4*"),
- "Agora Loans" – Serial No. 87398593 ("*Pending Mark 5*"),
- the Agora design mark – Serial No. 87440885 ("*Pending Mark 6*"); and
- the Agora Lending design mark – Serial No. 87440893 ("*Pending Mark 7*").

C. This Assignment is being granted and made in connection with, and consideration of the various terms, obligations and performances set-forth in, that certain Asset Purchase Agreement (as amended or assigned from time to time, the "Asset Purchase Agreement") dated as of February 15, 2019, by and among Assignor and Assignee.

D. Assignor desires to assign and Assignee desires to acquire and own exclusively the entire right, title and interest in and to Registered Mark 1, Pending Mark 2, Pending Mark 3, Pending Mark 4, Pending Mark 5, Pending Mark 6, and Pending Mark 7 (collectively, the "*Marks*") and the pending USPTO applications for all purposes, and all goodwill relating thereto, whether such rights are based in common law or under federal or state statute (collectively, the "*Mark Rights*"), that Assignor or its affiliates may own or possess as of the date hereof.

E. In connection with that certain Transition Services Agreement dated as of April 1, 2019, by and among Assignor and Assignee (the "*TSA*") and the Asset Purchase Agreement, the Assignor and Assignee agree to a transitional phase-out period during which Assignor desires to utilize, and Assignee is willing to permit the utilization of, the Marks in connection with those certain Transition Services (as defined in the TSA) set forth in paragraph 4 in Exhibit A to the TSA for a period of ninety (90) days after the Effective Date (the "*Marks Transition Period*"), pursuant to the terms and subject to the conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Marks, to the pending application for registration, and to the other Mark Rights for any and all purposes, together with all goodwill of the business symbolized by the Marks. This Assignment is absolute, exclusive and irrevocable. The foregoing assignment of the Marks and Mark Rights shall include without limitation:

- (a) The right to register or renew the Marks in the United States and in any foreign country;
- (b) The exclusive right to use, assign, license, or otherwise exploit the Marks and the Mark Rights, and
- (c) The right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Marks.

2. License of Marks. Subject to the terms and conditions of this Assignment, the Assignor will have a non-exclusive, revocable, royalty-free right to use the Marks in the conduct of its business in a manner substantially consistent with its current use and as contemplated in the TSA throughout the Marks Transition Period.

3. No Changes. This Assignment is not intended to change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever, and in the event of any ambiguity or conflict between the terms hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Assignor and Assignee. This Assignment is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Asset Purchase Agreement.

4. Name Change. In connection with the assignment of the Marks and Assignee's ownership of the Mark Rights, Assignor agrees to file, promptly upon the expiration of the Marks Transition Period, Articles of Amendment (or commensurate documents under the laws of its state of organization), and agrees to cause Ethos Lending, Inc. and all other affiliates of Assignor and Ethos Lending, Inc. to file such documents, to accomplish and cause legal name changes to names that do not use the term "Ethos," and to further adopt such new names as are not likely to be confused with any of the Marks.

5. Successors and Assigns. This Assignment will inure to the benefit of the successors and assigns of Assignee and be binding upon the successors and assigns of Assignor, subject in all events to the terms of the Asset Purchase Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one fully executed instrument. Facsimile and electronically scanned PDF signatures shall be binding for purposes of this Agreement.

7. Governing Law. This Assignment shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of South Dakota.

8. Acknowledgement. By their signatures hereto, each of the undersigned acknowledges that it: (a) has read this Assignment; (b) has been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of such party's own choice or has voluntarily declined to seek such counsel; (c) understands the terms and consequences of this Assignment; and (d) is fully aware of the legal and binding effect of this Assignment.

*[Signature Page Follows]*





**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On April 3, 2019 before me, Eva Mozzetti, Notary Public  
(insert name and title of the officer)

personally appeared Bill Sakkab  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Eva Mozzetti* (Seal)

