

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kabbage, LLC		10/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alpha Kabbage, Inc.
Street Address:	730 Peachtree Street
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Serial Number:	88272791	KABBAGE
Serial Number:	88272787	KABBAGE
Serial Number:	88272784	
Serial Number:	88272778	
Serial Number:	88272758	
Serial Number:	88272721	
Serial Number:	88407410	KABBAGE PAYMENTS
Serial Number:	88407384	KABBAGE PLATFORM
Serial Number:	88407368	KABBAGE PLATFORM
Serial Number:	88400049	KABBAGE PAYMENTS
Serial Number:	88400021	KABBAGE PAYMENTS
Serial Number:	88373588	KABBAGE PAYMENTS
Serial Number:	88373574	KABBAGE CAPITAL
Serial Number:	88373559	KABBAGE PAYMENTS
Serial Number:	88373509	KABBAGE CAPITAL
Serial Number:	88725326	KABBAGE
Serial Number:	88725312	KABBAGE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88319617	CFAAS
Serial Number:	88733312	
Serial Number:	88733307	
Serial Number:	88536902	
Serial Number:	88536847	
Serial Number:	88470313	KABBAGE FUNDING
Serial Number:	88470298	KABBAGE FUNDING
Serial Number:	88470326	KABBAGE FUNDING
Serial Number:	88470317	KABBAGE FUNDING
Serial Number:	88470287	KABBAGE FUNDING
Serial Number:	88467672	KABBAGE CAPITAL
Serial Number:	88466789	KABBAGE CAPITAL
Serial Number:	88117908	KABBAGE PLATFORM
Serial Number:	88170791	KABBAGE PLATFORM
Serial Number:	88170781	KABBAGE PLATFORM
Serial Number:	88138526	KABBAGE CAPITAL
Serial Number:	88117924	POWERED BY KABBAGE
Serial Number:	88733296	
Serial Number:	88107377	KABBAGE
Serial Number:	88229464	KABBAGE PAYMENTS
Serial Number:	88229452	KABBAGE PAYMENTS
Serial Number:	88229425	KABBAGE PAYMENTS
Serial Number:	88179339	
Serial Number:	88725245	KABBAGE
Serial Number:	88437533	KABBAGE PAYMENTS
Serial Number:	88441701	KABBAGE PLATFORM
Serial Number:	88441672	KABBAGE PLATFORM
Serial Number:	88437507	KABBAGE PAYMENTS
Serial Number:	88437488	KABBAGE PAYMENTS
Serial Number:	88437464	KABBAGE PAYMENTS
Serial Number:	88411085	CASH FLOW AS A SERVICE
Serial Number:	88437516	KABBAGE PAYMENTS
Serial Number:	88437480	KABBAGE PAYMENTS
Serial Number:	88407418	KABBAGE PAYMENTS
Serial Number:	88370240	KABBAGE CARD
Serial Number:	88536988	
Serial Number:	88536075	
Serial Number:	88535961	KABBAGE

Property Type	Number	Word Mark
Serial Number:	88533115	KABBAGE
Serial Number:	88215686	
Serial Number:	88186557	
Serial Number:	88179306	
Serial Number:	88107371	KABBAGE
Serial Number:	88179270	KABBAGE
Serial Number:	88179250	KABBAGE
Serial Number:	88107361	KABBAGE
Serial Number:	86943468	
Serial Number:	86943461	
Serial Number:	86697655	GET AHEAD
Serial Number:	86329313	KARROT
Serial Number:	86329317	KABBAGE
Serial Number:	85426038	SOCIAL KLIMBING
Serial Number:	77825541	KABBAGE

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: 2158538260

Email: eklazmer@patentstrademarks.com

Correspondent Name: Erica C. Klazmer

Address Line 1: 100 W Main Street

Address Line 2: Suite 205

Address Line 4: Lansdale, PENNSYLVANIA 19446

NAME OF SUBMITTER: Erica C. Klazmer

SIGNATURE: /Erica C. Klazmer/

DATE SIGNED: 04/06/2021

Total Attachments: 12

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TRADEMARK RIGHTS ASSIGNMENT

This Trademark Rights Assignment (this "Assignment") is made effective this 13th day of October, 2020, by and between Kabbage, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignor"), and Alpha Kabbage, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to the Agreement and Plan of Merger, by and among American Express Travel Related Services Company, Inc., Green Acquisition Merger Sub, Inc., Assignor and Assignee, dated as of August 16, 2020 (the "Merger Agreement") (capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Merger Agreement);

WHEREAS, as a condition to Closing, Assignor is required to effect the Reorganization pursuant to which it will distribute to Assignee, which is the sole member of Assignor, Transferred Assets and Liabilities, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of certain assets and liabilities of a going business;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Merger Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1) Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages, profits or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past, present or future infringements and collect same for Assignee's sole use and enjoyment.
- 2) Assignor does hereby authorize and request the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.
- 3) This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction.

- 4) Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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Trademark Rights Assignment

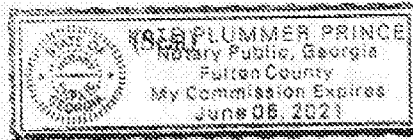
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Kabbage, LLC
By: Alpha Kabbage, Inc.
Its: Sole Member

Designated by: Scott Askins
Signature: _____
Name: L. Scott Askins
Title: General Counsel

On this 9 day of October, 2020, before me, the undersigned Notary Public, personally appeared L. Scott Askins, proved to me through satisfactory evidence of identification, which was/were ID, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary
My Commission Expires: 04/05/21

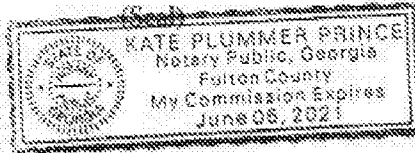


ASSIGNEE: Alpha Kabbage, Inc.

Designated by: Scott Askins
Signature: _____
Name: L. Scott Askins
Title: General Counsel

On this 9 day of October, 2020, before me, the undersigned Notary Public, personally appeared L. Scott Askins, proved to me through satisfactory evidence of identification, which was/were ID, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

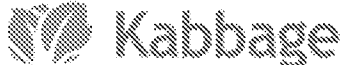

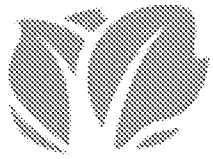



[Signature]
Signature of Notary
My Commission Expires: 04/05/21


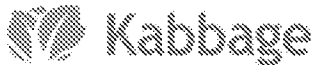





Signatures page to Trademark Rights Assignment








Exhibit A









Marks






Mark	Application Number	Registration Number	Jurisdiction
KABBAGE CARD	88370240	5971067	United States
 Kabbage	88533115	5950258	United States
 Kabbage	88535961	5950266	United States
	88536988	5950270	United States
	88536075	5950267	United States
	88179306	5918154	United States
	88186557	5918176	United States








	88215686	5924411	United States
KABBAGE	88107371	5869690	United States
KABBAGE	88107361	5785699	United States
	88179250	5786446	United States
	88179270	5786450	United States
	86943468	5077055	United States
	86943461	5067849	United States
GET AHEAD	86697655	4942993	United States
KARROT	86329313	4783281	United States
KABBAGE	86329317	4682136	United States
KABBAGE	77825541	3905311	United States






	88733312	N/A	United States
	88733307	N/A	United States
	88733296	N/A	United States
	88725326	N/A	United States
	88725312	N/A	United States
	88725245	N/A	United States


	88536902	N/A	United States
	88536847	N/A	United States
 Kabbage Funding	88470326	N/A	United States
 Kabbage Funding	88470317	N/A	United States
 Kabbage Funding	88470313	N/A	United States
 Kabbage Funding	88470298	N/A	United States
KABBAGE FUNDING	88470287	N/A	United States
 Kabbage Capital	88467672	N/A	United States

	88466789	N/A	United States
	88437464	N/A	United States
	88437480	N/A	United States
	88437488	N/A	United States
	88437507	N/A	United States
	88437516	N/A	United States
	88437533	N/A	United States
	88441701	N/A	United States
	88441672	N/A	United States
CASH FLOW AS A SERVICE	88411085	N/A	United States

 Kabbage Payments	88407418	N/A	United States
 Kabbage Payments	88407410	N/A	United States
 Kabbage Platform	88407384	N/A	United States
 Kabbage Platform	88407368	N/A	United States
 Kabbage Capital	88373509	N/A	United States
 Kabbage Capital	88373574	N/A	United States
 Kabbage Payments	88373559	N/A	United States
 Kabbage Payments	88373588	N/A	United States
 Kabbage Payments	88400021	N/A	United States

 Kabbage Payments	88400049	N/A	United States
CFAAS	88319617	N/A	United States
	88272721	N/A	United States
	88272758	N/A	United States
	88272778	N/A	United States
	88272784	N/A	United States
 Kabbage	88272787	N/A	United States
 Kabbage	88272791	N/A	United States
KABBAGE	88107377	N/A	United States

KABBAGE PLATFORM	88117908	N/A	United States
POWERED BY KABBAGE	88117924	N/A	United States
KABBAGE CAPITAL	88138526	N/A	United States
	88170781	N/A	United States
	88170791	N/A	United States
	88179339	N/A	United States
KABBAGE PAYMENTS	88229425	N/A	United States
KABBAGE PAYMENTS	88229464	N/A	United States
KABBAGE PAYMENTS	88229452	N/A	United States
KABBAGE	47790375	N/A	China
	47770915	N/A	China
	17976021	N/A	European Union

Kabbage  PLATFORM	17976019	N/A	European Union
KABBAGE PLATFORM	17975858	N/A	European Union
POWERED BY KABBAGE	17976498	N/A	European Union
KABBAGE	1131587	1131587	International Register