

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgriBank, FCB		08/21/2023	Federally Chartered Instrumentality of the United States: UNITED STATES
RECEIVING PARTY DATA			
Name:	SunStream Business Services		
Street Address:	30 E. 7th Street, Ste. 7000		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55101		
Entity Type:	Federally Chartered Instrumentality of the United States: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5499214	SUNSTREAM BUSINESS SERVICES	
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:	6512828841		
Email:	jessica.hruby@agribank.com		
Correspondent Name:	Jessica Hruby		
Address Line 1:	30 E. 7th Street, Ste. 1600		
Address Line 4:	St. Paul, MINNESOTA 55101		
NAME OF SUBMITTER:	Jessica A Hruby		
SIGNATURE:	/Jessica Hruby/		
DATE SIGNED:	09/15/2023		
Total Attachments: 5			
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source=Trademark Assignment Agreement Executed 9.7.23#page2.tif			
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OP \$40.00 5499214

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 1, 2023, is made by AgriBank, FCB ("**Seller**"), a federally chartered corporation, located at 30 7th Street, Suite 1600, St. Paul, Minnesota, in favor of SunStream Business Services, ("**Buyer**"), a federally chartered corporation, located at 30 7th Street, Suite 7000, St. Paul, Minnesota, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of April 1, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its

legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

AGRIBANK, FCB

By:

Jeffrey R. Swanhorst
Name: Jeffrey Swanhorst

Title: CEO

Address for Notices:

30 7th Street, Suite 1600, St. Paul,
Minnesota

ACKNOWLEDGMENT

STATE OF MINNESOTA

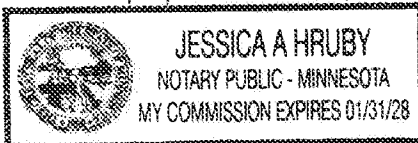
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)SS.

COUNTY OF RAMSEY

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On the 21st day of August, 2023, before me personally appeared JEFFREY SWANHORST, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CHIEF EXECUTIVE OFFICER of AGRIBANK, FCB, the CORPORATION described, and acknowledged the instrument to be the free act and deed of AGRIBANK, FCB for the uses and purposes mentioned in the instrument.



My Commission Expires: 1/31/2028

Jessica A. Hruby
Notary Public
Printed Name:

AGREED TO AND ACCEPTED:

SUNSTREAM BUSINESS SERVICES

By:



Name: Daniel Ritch

Title: CEO

Address for Notices:

30 7th Street, Suite 7000, St. Paul,
Minnesota

ACKNOWLEDGMENT

STATE OF MINNESOTA

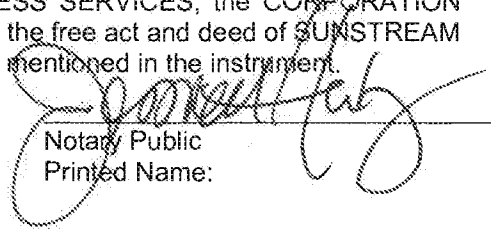
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COUNTY OF RAMSEY

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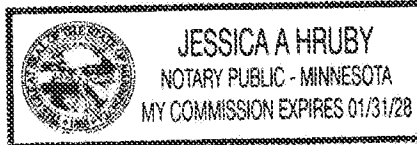
On the 7th day of September, 2023, before me personally appeared DANIEL RITCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CHIEF EXECUTIVE OFFICER of SUNSTREAM BUSINESS SERVICES, the CORPORATION described, and acknowledged the instrument to be the free act and deed of SUNSTREAM BUSINESS SERVICES for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name:

My Commission Expires: 1/31/2028



SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SUNSTREAM BUSINESS SERVICES	UNITED STATES	5,499,214	Jun. 19, 2018