

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847248

<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>
Morgan Stanley Domestic Holdings, LLC		10/19/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E*TRADE Financial Corporate Services, Inc.		
<b>Street Address:</b>	671 NORTH GLEBE ROAD, BALLSTON TOWER		
<b>City:</b>	ARLINGTON		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22203		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5624514	COLLEGE SAVEUP	
<b>Registration Number:</b>	5771629	COLLEGE SAVEUP	
<b>Registration Number:</b>	5668476	CSU PLAN	
<b>Registration Number:</b>	5177005	GRADIFI	
<b>Registration Number:</b>	6142254	GRADIFI	
<b>Registration Number:</b>	6142255	GRADIFI	
<b>Registration Number:</b>	5524191	GRADIFI	
<b>Registration Number:</b>	5573757	GRADIFI REFI	
<b>Registration Number:</b>	6486515	GRADIFI IS GRATITUDE	
<b>Registration Number:</b>	6364705	GRADIFI IS GRATITUDE	
<b>Registration Number:</b>	5590479	GRADIFI IS GRATITUDE	
<b>Registration Number:</b>	5629699	PAYDOWN	
<b>Registration Number:</b>	5083882	PAYDOWN REWARDS	
<b>Registration Number:</b>	5629700	SAVEUP	
<b>Registration Number:</b>	5745739	SLP PLAN	
<b>Registration Number:</b>	5287210	SLP PLAN	
<b>Registration Number:</b>	5853545	STUDENT LOAN PAYDOWN	
<b>Registration Number:</b>	5624515	STUDENT LOAN PAYDOWN	
<b>Registration Number:</b>	5524269	THE NOTEBOOK	

CH \$565.00 5624514

Property Type	Number	Word Mark
Registration Number:	6486511	G
Registration Number:	6486512	G
Registration Number:	5677808	G

**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:** (212) 848-7522  
**Email:** Eric.Dunbar@Shearman.com  
**Correspondent Name:** Eric Dunbar  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 2:** Shearman & Sterling LLP  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 05822-00385

**NAME OF SUBMITTER:** Eric Dunbar

**SIGNATURE:** /Eric Dunbar/

**DATE SIGNED:** 10/19/2023

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 19, 2023 (this “Assignment”), is between Morgan Stanley Domestic Holdings, LLC (“Assignor”) and E\*TRADE Financial Corporate Services, Inc., a Delaware corporation (“Assignee”).

WHEREAS, the Assignor is an affiliate of the Assignee and owns the Trademarks (as defined below); and

WHEREAS, the Assignor has agreed to assign and transfer to the Assignee all of the Assignor’s right, title and interest in and to each of the Trademarks;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns and transfer to the Assignee, and the Assignee hereby accepts from the Assignor, any and all of the Assignor’s right, title and interest in and to the trademark registrations set forth on Exhibit A hereto (the “Trademarks”), together with the goodwill associated exclusively therewith, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other misuse or violation thereof or conflict therewith.

2. Due Authorization; Further Assurances. The Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental authority, to (a) record the Assignee as assignee of the right, title and interest in and to the Trademarks and (b) issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of the Assignee. The Assignor shall from time to time after the date hereof, at the reasonable request of the Assignee and at the Assignee’s sole cost and expense, execute and deliver to the Assignee such additional instruments of conveyance in addition to this Assignment as are reasonably necessary to transfer the Trademarks by the Assignor to the Assignee. In addition, the Assignor shall provide, at the Assignee’s reasonable request and at the Assignee’s sole cost and expense, the Assignee with commercially reasonable cooperation and assistance (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment with any applicable governmental authority.

3. Entire Agreement. This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the Assignor and the Assignee with respect to the subject matter hereof.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form or by DocuSign) in two or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

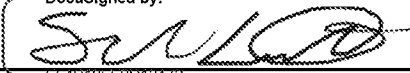
6. No Claims. The Assignor (i) does not make any representation or warranty in this Assignment, express or implied, at law or in equity, in respect of the Trademarks; or (ii) will not have or be subject to any indemnification obligation to the Assignee, any of its representatives, or any other person resulting from this Assignment.

7. Tax Treatment. This Assignment will be treated as a Section 351 contribution of the Trademarks from Morgan Stanley Capital Management, LLC, a Delaware limited liability company and the regarded owner of the Assignor, to the Assignee.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**E\*TRADE FINANCIAL CORPORATE  
SERVICES, INC.,  
As Assignee**

By:  DocuSigned by:  
EF4B19FE9D13472...  
Name: **Scott Whatley**  
Title: **President, E\*TRADE Corporate  
Services**

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008233 FRAME: 0057**

**MORGAN STANLEY DOMESTIC  
HOLDINGS, LLC,  
As Assignor**

By: DocuSigned by:  
Max Iori  
Name: Max Iori  
Title: Vice President, Morgan Stanley  
Domestic Holdings, LLC

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008233 FRAME: 0058**

Exhibit A

**TRADEMARKS**

<b>Owner</b>	<b>Mark Name</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Morgan Stanley Domestic Holdings, LLC	COLLEGE SAVEUP (Supplemental Register)	U.S.	87/978,012	5,624,514	4-Dec-2018
Morgan Stanley Domestic Holdings, LLC	COLLEGE SAVEUP (Supplemental Register)	U.S.	87/725,309	5,771,629	4-June-2019
Morgan Stanley Domestic Holdings, LLC	CSU PLAN	U.S.	87/725,312	5,668,476	5-Feb-2019
Morgan Stanley Domestic Holdings, LLC	GRADIFI	U.S.	86/621,163	5,177,005	04-Apr-2017
Morgan Stanley Domestic Holdings, LLC	GRADIFI	U.S.	87/723,011	6,142,254	01-Sep-2020
Morgan Stanley Domestic Holdings, LLC	GRADIFI	U.S.	87/723,014	6,142,255	01-Sep-2020
Morgan Stanley	GRADIFI	U.S.	87/723,021	5,524,191	24-Jul-2018

[Exhibit A to Trademark Assignment Agreement]

Domestic Holdings, LLC					
Morgan Stanley Domestic Holdings, LLC	GRADIFI REFI	U.S.	87/725,323	5,573,757	02-Oct-2018
Morgan Stanley Domestic Holdings, LLC	GRADIFI IS GRATITUDE	U.S.	87/725,320	6,486,515	14-Sep-2021
Morgan Stanley Domestic Holdings, LLC	GRADIFI IS GRATITUDE	U.S.	87/725,321	6,364,705	25-May-2021
Morgan Stanley Domestic Holdings, LLC	GRADIFI IS GRATITUDE	U.S.	87/977,994	5,590,479	23-Oct-2018
Morgan Stanley Domestic Holdings, LLC	PAYDOWN	U.S.	87/725,298	5,629,699	11-Dec-2018
Morgan Stanley Domestic Holdings, LLC	PAYDOWN REWARDS	U.S.	86/621,451	5,083,882	15-Nov-2016
Morgan Stanley Domestic Holdings, LLC	SAVE UP (Supplemental Register)	U.S.	87/725,307	5,629,700	11-Dec-2018

[Exhibit A to Trademark Assignment Agreement]

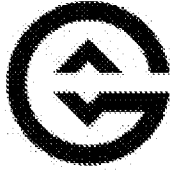
**TRADEMARK**  
**REEL: 008233 FRAME: 0060**



Morgan Stanley Domestic Holdings, LLC	SLP PLAN	U.S.	86/621,394	5,745,739	07-May-2019
Morgan Stanley Domestic Holdings, LLC	SLP PLAN	U.S.	86/982,836	5,287,210	12-Sep-2017
Morgan Stanley Domestic Holdings, LLC	STUDENT LOAN PAYDOWN (Supplemental Register)	U.S.	87/725,306	5,853,545	03-Sep-2019
Morgan Stanley Domestic Holdings, LLC	STUDENT LOAN PAYDOWN (Supplemental Register)	U.S.	87/978,101	5,624,515	04-Dec-2018
Morgan Stanley Domestic Holdings, LLC	THE NOTEBOOK	U.S.	87/725,315	5,524,269	24-Jul-2018
Morgan Stanley Domestic Holdings, LLC		U.S.	87/723,016	6,486,511	14-Sep-2021
Morgan Stanley Domestic Holdings, LLC		U.S.	87/723,018	6,486,512	14-Sep-2021

[Exhibit A to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 008233 FRAME: 0061**

Morgan Stanley Domestic Holdings, LLC		U.S.	87/723,024	5,677,808	19-Feb-2019
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[Exhibit A to Trademark Assignment Agreement]