

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562088

<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>
SOP PF Holdings, LLC		01/03/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pioneer Services Corp.		
<b>Street Address:</b>	3520 W. 75th Street, Suite 300		
<b>City:</b>	Prairie Village		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66208		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87118490	PIONEER EXPRESSDEPOSIT	
<b>Registration Number:</b>	5481550	PIONEER MILITARY FINANCE	
<b>Registration Number:</b>	5481549	PIONEER MILITARY LENDING	
<b>Registration Number:</b>	5058714	PIONEER MILITARY LOANS	
<b>Registration Number:</b>	4597722	THE MILITARY LOAN STORE	
<b>Registration Number:</b>	3787398	P	
<b>Registration Number:</b>	3405234	LOANS FOR MILITARY LIFE	
<b>Registration Number:</b>	3205455	PIONEER SERVICES	
<b>Registration Number:</b>	2925730	PIONEER FINANCIAL	
<b>Registration Number:</b>	2971628	PIONEER FINANCIAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164121263		
<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>	8168428600		
<b>Email:</b>	trademark@stinson.com		
<b>Correspondent Name:</b>	Stinson LLP		
<b>Address Line 1:</b>	1201 Walnut Street, Suite 2900		
<b>Address Line 2:</b>	Cynthia Maust, Paralegal		

CH \$265.00 87118490

<b>Address Line 4:</b>	Kansas City, MISSOURI 64106-2150
<b>ATTORNEY DOCKET NUMBER:</b>	3518860.0001
<b>NAME OF SUBMITTER:</b>	Cynthia Maust
<b>SIGNATURE:</b>	/Cynthia Maust/
<b>DATE SIGNED:</b>	02/13/2020
<b>Total Attachments: 7</b> source=SOP PF Holdings LLC to Pioneer Services Corp#page1.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page2.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page3.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page4.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page5.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page6.tif source=SOP PF Holdings LLC to Pioneer Services Corp#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is entered into as of January 3, 2020 (the "**Effective Date**") between SOP PF Holdings, LLC, a Delaware limited liability company ("**Assignor**"), and Pioneer Services Corp., a Missouri corporation ("**Assignee**").

WHEREAS, Assignor desires to assign and contribute to Assignee, and Assignee desires to acquire and accept, all of Assignor's right, title, and interest in and to all of the Assigned Intellectual Property (as defined herein);

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

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Intellectual Property**" means any and all of Assignor's rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("**Patents**"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, whether registered or unregistered, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**"); (c) copyrights, whether registered or unregistered, and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("**Copyrights**"); (d) internet domain names (including registrar accounts, registrar account information, and any privacy service information) and social media account names or user names (including handles), whether or not the foregoing are Trademarks, and all web addresses, URLs, websites and web pages, and social media accounts and pages associated with any of the foregoing, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, including all information that provides economic value due to its confidential nature and that is the subject of efforts to maintain its confidentiality, and all rights therein ("**Trade Secrets**"); (h) know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (i) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("**Software**"); (j) rights of publicity; and (k) all other intellectual or industrial property and proprietary rights.

(b) "**Assigned Intellectual Property**" means all Intellectual Property that is owned, or purported to be owned, by Assignor, including without limitation the Intellectual Property identified on Exhibit A, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Intellectual Property and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Assignment. Assignor has sold, contributed, assigned, and transferred, and does hereby sell, contribute, assign, and transfer to Assignee, and Assignee hereby accepts, the full and exclusive right, title and interest throughout the world in and to the Assigned Intellectual Property, which includes, without limitation, the following:

(a) the Trademarks identified on Schedule A, together with the goodwill of the business symbolized by and associated with such Trademarks, and all rights associated with the foregoing;

(b) the domain names identified on Schedule B ("**Domain Names**") and all rights associated with the foregoing, as well as all content published at the Domain Names;

(c) the Copyrights identified on Schedule C, as well as all renewals thereof, and all rights associated with the foregoing;

(d) the Trade Secrets identified on Schedule C and all rights associated with the foregoing; and

(e) all other items identified on the schedules and all rights associated with the foregoing.

3. Domain Names. Within two business days after the Effective Date, Assignor will take all steps necessary to effect the transfer of the Domain Names to Assignee and change the registered ownership of the Domain Names to reflect such transfer. This includes, but is not limited to, at least one of the following: (1) Assignor unlocking the Domain Name, providing a transfer authorization code to Assignee, and promptly responding to any correspondences requesting confirmation of the transfer; or (2) Assignor providing Assignee with all account information associated with the Domain Names (including username and password) that will allow Assignee to modify the registration information, change the password to take full control of the Domain Names, and move the Domain Names to another account with the existing registrar or to a different registrar, altogether. Additionally, Assignor authorizes the registrars of the Domain Names to transfer the Domain Names to Assignee. Assignor authorizes the unlocking of the Domain Names and the procurement of a transfer authorization code for the Domain Names in order to facilitate the transfer of the Domain Names in accordance with Assignee's direction. This includes allowing Assignee to move the Domain Names to another account with the existing registrar or to a different registrar, altogether. Assignor will cooperate promptly with the registrar and with Assignee in facilitating the transfer of the Domain Names to Assignee.

4. Further Cooperation. Assignor hereby agrees that, at Assignee's request, Assignor will, within 30 days following Assignee's request, take all further actions and execute any additional agreements and instruments as Assignee may deem necessary or desirable to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Assigned Intellectual Property. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee as Assignee may deem necessary or desirable in exercising and enforcing Assignee's rights in the Assigned Intellectual Property.

5. No Further Use. Assignor hereby acknowledges and agrees that from at least the Effective Date of this Assignment, Assignee will be the exclusive owner of the entire right, title, and interest in and to the Assigned Intellectual Property. After the Effective Date, Assignor will make no further use of the Assigned Intellectual Property.

*[Signature page follows]*

The parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**ASSIGNOR:**

SOP PF HOLDINGS, LLC


Signed: *Aaron M Handke*  
Name: Aaron M. Handke  
Title: Managing Partner

**ASSIGNOR:**

PIONEER SERVICES CORP.

Signed: *Aaron M Handke*  
Name: *Aaron M Handke*  
Title: President

**SCHEDULE A**

	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Status</b>
1	87/118,490		PIONEER EXPRESSDEPOSIT		Pending
2	86/924,630	5,481,550	PIONEER MILITARY FINANCE	May 29, 2018	Valid
3	86/924,593	5,481,549	PIONEER MILITARY LENDING	May 29, 2018	Valid
4	86/924,570	5,058,714	PIONEER MILITARY LOANS	October 11, 2016	Valid
5	85/668,379	4,597,722	THE MILITARY LOAN STORE	September 2, 2014	Valid
6	77/839,251	3,787,398	 (P and Design)	May 11, 2010	Valid
8	77/284,991	3,405,234	LOANS FOR MILITARY LIFE	April 1, 2008	Valid
9	78/773,667	3,205,455	PIONEER SERVICES	February 6, 2007	Valid
10	78/139,839	2,925,730	PIONEER FINANCIAL	February 8, 2005	Valid
11	76/466,655	2,971,628	PIONEER FINANCIAL SERVICES	July 19, 2005	Valid

**SCHEDULE B**

**Domain Name**

pioneermilitaryloans.com  
pioneerservices.com  
pioneermilitarylending.com  
pioneermilitaryloan.com  
pioneermilitaryservice.com  
investpioneer.com  
pfsinvest.com  
pioneermyaccount.com  
pioneerservicesfoundation.org  
loansformilitary.com  
military-loan.com  
militaryhelp.com  
militaryhelp.org  
militaryhelploan.com  
militaryhelploans.com  
readiloan.com  
usmilitaryloan.com  
usmilitaryloans.com  
usmilitarylending.com  
militarycreditreportreview.com  
militaryalliance.com  
militarymortgage.com  
retiredmilitary.com  
militaryscholarships.org  
airforcehelploan.com  
armyhelploan.com  
marineshelploan.com  
navyhelploan.com



**SCHEDULE C**

<b>Asset Type</b>	<b>Asset Identifier</b>	<b>Registration Information (if any)</b>
Know-how / Improvements	System Customizations (eOriginal)	
Copyright	Website and content published on PioneerMilitaryLoans.com	
Trade Secret / Know-how	Credit policy documentation	
Copyright	Advertising, marketing, and promotional materials	

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