

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanta Corp.		10/25/2012	CORPORATION: DELAWARE
Advanta Trust		10/25/2012	TRUST: DELAWARE
AC Trust		10/25/2012	TRUST: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Mr. Mitchell C. Jaffe
<b>Street Address:</b>	401 Claire Drive NE
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30307
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Registration Number:	1484579	ADVANTA
Registration Number:	1735801	ADVANTA
Registration Number:	2137420	ADVANTA
Registration Number:	2732354	ADVANTA
Registration Number:	3509941	ADVANTA
Registration Number:	3553423	ADVANTA
Registration Number:	2316911	ADVANTA
Registration Number:	3200382	ADVANTA
Registration Number:	3553570	ADVANTA
Registration Number:	2272609	
Registration Number:	3553569	
Registration Number:	3154171	READY, SET, RACQUET! GIVEAWAY
Registration Number:	2984579	MOBILE ADVANTA

**TRADEMARK**

OP \$340.00 1484579

**CORRESPONDENCE DATA**

Fax Number: 8669247350

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 4049558655

Email: [jjarmin@jarminlaw.com](mailto:jjarmin@jarminlaw.com)

Correspondent Name: Jeremiah Jarmin

Address Line 1: 1776 Peachtree Street, Suite 418N

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Jeremiah Jarmin
Signature:	/jeremiah jarmin/
Date:	11/05/2012

**Total Attachments: 6**

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## TRADEMARK, COPYRIGHT AND DOMAIN NAME ASSIGNMENT

This TRADEMARK, COPYRIGHT AND DOMAIN NAME ASSIGNMENT (this “Assignment”), effective as of October 25, 2012 (the “Effective Date”), is hereby entered into by and between the AC Liquidating Trust and the Advanta Trust, on behalf of Advanta Corp. (collectively, “Assignor”), and Mitchell C. Jaffe, an individual resident of Georgia residing at 401 Claire Drive NE, Atlanta, Georgia 30307 (“Assignee”).

WHEREAS, Advanta Corp. (“Advanta”) and certain of its subsidiaries and affiliates<sup>1</sup> (the “Debtors”) filed cases (the “Bankruptcy Cases”) in the United States Bankruptcy Court (the “Court”) for the District of Delaware under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and such cases were jointly administered under Case No. 09-13931;

WHEREAS, on November 2, 2010, the Debtors filed the Joint Plan Under Chapter 11 of the Bankruptcy Code (as modified on February 28, 2011, the “Plan”) and the Disclosure Statement for Debtors’ Joint Plan Under Chapter 11 of the Bankruptcy Code (as modified on December 17, 2010);

WHEREAS, on or about February 11, 2011, the Court entered the Order Confirming the Plan, and the Plan became effective on February 28, 2011 (the “Plan Effective Date”);

WHEREAS, pursuant to the Plan, on and as of the Plan Effective Date, certain rights and assets of the Consolidated Debtors (as defined in the Plan)—including the Trademarks, Domain Names and Copyrights (each as defined below)—were transferred to the AC Liquidating Trust;

WHEREAS, pursuant to the Plan, on and as of the Plan Effective Date, Advanta Business Services Corp. was deemed dissolved;

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Trademarks, Domain Names and Copyrights;

WHEREAS, prior to the Plan Effective Date, Advanta and, where indicated on Schedule A hereto, Advanta Business Services Corp. were the owners and holders of record at the U.S. Patent and Trademark Office and similar intellectual property registries in international jurisdictions, and thereafter remained the record holders, of the trademarks and service marks set forth on Schedule A hereto, including all registrations and applications for registration thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby (collectively, the “Trademarks”);

WHEREAS, prior to the Plan Effective Date, Advanta was the owner and registrant, and thereafter remained the registrant, of each of the Internet domain name registrations (including

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<sup>1</sup> The entities that filed their bankruptcy petitions on November 8, 2009 are: Advanta; Advanta Investment Corp.; Advanta Business Services Holding Corp.; Advanta Business Services Corp.; Advanta Shared Services Corp.; Advanta Service Corp.; Advanta Advertising Inc.; Advantennis Corp.; Advanta Mortgage Holding Company; Advanta Auto Finance Corporation; Advanta Mortgage Corp. USA; Advanta Finance Corp.; Great Expectations International Inc.; Great Expectations Franchise Corp.; and Great Expectations Management Corp. The entities that filed their petitions on November 20, 2009 are: Advanta Ventures Inc.; BE Corp.; ideablob Corp.; and Advanta Credit Card Receivables Corp.

any and all goodwill of the business connected with the use thereof and symbolized thereby) set forth on Schedule B hereto (collectively, the “Domain Names”);

WHEREAS, prior to the Plan Effective Date, Advanta was the owner and holder of record at the U.S. Copyright Office, and thereafter remained the record holder at the U.S. Copyright Office, of each of the copyrights set forth on Schedule C hereto, including all registrations and applications for registration thereof (collectively, the “Copyrights”).

NOW THEREFORE, for the consideration of payment of the Purchase Price (as defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to Assignee’s payment of, and Assignor’s receipt of, the Purchase Price in accordance with this Assignment, on the Effective Date, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby purchases and acquires from Assignor, the following (collectively, the “Purchased Assets”):
  - (a) all of Assignor’s right, title and interest in, to and under the Trademarks, the Domain Names and the Copyrights including, but not limited to, all rights therein provided by international conventions and treaties (the “Transferred Rights”);
  - (b) any and all rights to sue at law or in equity for any past, present and future infringement, impairment, dilution or other unauthorized use of the Transferred Rights, including the right to receive all proceeds and damages therefrom;
  - (c) any and all rights to future royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment;
  - (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights; and
  - (e) to the extent held by Assignor and to the extent assignable, any and all rights of integrity, disclosure, and withdrawal and any other rights known as “moral rights,” “artist's rights,” or “droit moral” that are retained by the developer of the Transferred Rights under applicable law notwithstanding an assignment of the Transferred Rights.

Assignee, and its successors and assigns, shall hold and enjoy the foregoing, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Purchase Price. The aggregate purchase price for the Purchased Assets is set forth on Schedule D hereto (the “Purchase Price”). No later than 1:00 p.m., New York

City time, on the Effective Date, Assignee shall pay to Assignor, by wire transfer of immediately available funds in accordance with the wire transfer instructions to be provided to Assignee by or on behalf of Assignor, an amount equal to the Purchase Price (free of any set-offs or deductions including wire transfer fees) in cash.

3. Further Assurances. Assignor hereby agrees, at the expense of Assignee, to execute, acknowledge and deliver any and all documents to Assignee, at its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right title and interest in and to the Trademarks, Domain Names and Copyrights, and Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks, Domain Names and Copyrights.
4. Retained Rights. To the extent Assignor continues to have any moral rights or other similar rights in the Transferred Rights, Assignor agrees not to assert such rights or to challenge the rights of Assignee in the Transferred Rights.
5. Governing Law. This Assignment and performance hereunder shall be governed in accordance with the laws of the State of New York without regard to any conflict of laws principles thereof.
6. Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, commitments, agreements and understandings (both oral and written) with respect to such subject matter. This Assignment may not be modified or amended except by a written instrument specifically referring to this Assignment signed by each of Assignor and Assignee.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.
8. Severability. Any provision of this Assignment that is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof contained herein.

*[Signatures on the following page.]*

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized representative.

ASSIGNOR:

FTI Consulting, Inc., in its capacity  
as Trustee for both the AC Liquidating  
Trust and the Advanta Trust

By: [Signature]  
Name: Andrew Scruton  
Title: Senior Managing Director,  
FTI Consulting, Inc.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Notary Public  
My commission expires: 2016

(Notary Seal)

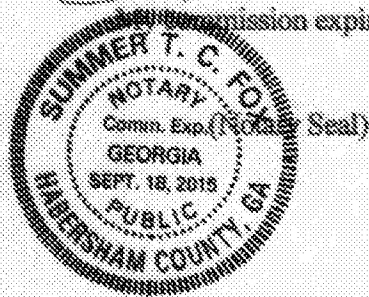
Hayden Tobey  
Notary Public, State of New York  
No. 01706250699  
Certificate Filed in New York  
Commission Expires April 16, 2016

ASSIGNEE:

[Signature]  
Mitchell C. Jaffe

Signed, sealed and delivered  
in the presence of:

[Signature]  
Notary Public  
My commission expires: 9.18.2015



SCHEDULE A - TRADEMARKS

**United States Federal Trademark Registrations**

Record Owner: Advanta Corp.

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>STATUS</b>
Advanta	1,484,579	73/649,935	Registered
Advanta	1,735,801	74/009,733	Registered
Advanta	2,137,420	75/262,742	Registered
Advanta	2,732,354	78/191,695	Registered
Advanta	3,509,941	78/656,640	Registered
Advanta	3,553,423	77/462,728	Registered
Advanta & Design (ValLogo)	2,316,911	75/148,513	Registered
Advanta & Design (ValLogo)	3,200,382	78/488,382	Registered
Advanta & Design (ValLogo)	3,553,570	77/469,542	Registered
Design (ValLogo)	2,272,609	75/176,851	Registered
Design (ValLogo)	3,553,569	77/469,527	Registered
Ready, Set, Racquet! Giveaway <sup>2</sup>	3,154,171	78/808,251	Registered
Mobile Advanta	2,984,579	76/563,716	Cancelled

**Foreign Trademark and Service Mark Registrations**

Record Owner: Advanta Corp.

<b>JURISDICTION</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>STATUS</b>
Australia	Advanta	721333	721333	Registered
Australia	Advanta & Design (Val Logo)	721337	721337	Registered
Australia	Design (Val Logo)	721335	721335	Registered
Chile	Advanta	589,180	363,684	Registered
Chile	Advanta & Design (Val Logo)	589,181	363,685	Registered
Chile	Design (Val Logo)	795,603	363,686	Registered
European Union	Advanta	000020149	000020149	Registered
European Union	Advanta & Design (Val Logo)	000424465	000424465	Registered
India	Advanta	1483019		Registered

<sup>2</sup> Section 8 Declaration of Use was due on 10/10/2012, and the registration will be cancelled in due course.

<b>JURISDICTION</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>STATUS</b>
India	Advanta & Design (Val Logo)	1476811		Registered
India	Design (Val Logo)	1483018		Registered
Indonesia	Advanta	399,958	9624694	Registered
Indonesia	Advanta	399,949	96246695	Registered
Indonesia	Advanta & Design (Val Logo)	400,923	9624690	Registered
Indonesia	Advanta & Design (Val Logo)	400,926	9624691	Registered
Indonesia	Design (Val Logo)	399,937	9624692	Registered
Indonesia	Design (Val Logo)	399,938	9624693	Registered
Mexico	Advanta	980517	816576	Registered
Mexico	Advanta & Design (Val Logo)	1008059	816577	Registered
Taiwan	Advanta	94,897	85047519	Registered
Taiwan	Advanta	95,040	85047520	Registered
Taiwan	Advanta & Design (Val Logo)	95,127	85047957	Registered
Taiwan	Advanta & Design (Val Logo)	95,574	85047959	Registered
Taiwan	Advanta & Design (Val Logo) (w/Chinese Characters)	114,691	86/039,966	Registered
Taiwan	Design (Val Logo)	95,099	85047956	Registered
Taiwan	Design (Val Logo)	95,907	85047958	Registered
United Kingdom	Advanta (Stylized)	2031103	2031103	Registered
India	Advanta		1742045	Pending
India	Advanta & Design (Val Logo)		1742044	Pending
India	Design (Val Logo)		1742046	Pending

Record Owner: Advanta Business Services Corp.

<b>JURISDICTION</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>STATUS</b>
European Union	Advanta Ace	000020099	000020099	Registered