

EXHIBIT A

CONSENT AND CO-EXISTENCE AGREEMENT

This Consent and Co-existence Agreement (“Agreement”) is made and entered into as of the last of the dates shown in the signature block below (the “Effective Date”), and is between Massachusetts Higher Education Assistance Corporation, a Massachusetts non-profit corporation, doing business as American Student Assistance having an address of 100 Cambridge Street, Suite 1600, Boston, Massachusetts, 02114, US (“ASA”) and Salt Lending Holdings, Inc., a Delaware corporation, having an address of 707 17th Street, Suite 3200, Denver, Colorado, 80202, US (“SALT”) (each, individually, a “Party” and collectively, the “Parties”).

WHEREAS, ASA is the owner of U.S. Trademark Registration Nos. 4,675,827, 4,675,828, 5,155,479, and 5,155,463, for the mark “SALT” and logo iterations thereof, registered on January 20, 2015, January 20, 2015, March 7, 2017, and March 7, 2017 respectively, for use with a wide range of student loan services and related educational and counseling services (collectively, the “ASA Marks and Registrations”) and more specifically for the following goods and services (hereinafter, the “ASA Services”):

Reg. No. 4,675,827

IC036 for: student financial counseling services, namely, helping students to make informed and intelligent decisions about their personal college finances; student debt counseling services; providing student loan information; student loan services, namely, reminding students of debt payment deadlines; providing a website for current and former students featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; college counseling services, namely assisting students in finding and applying for scholarships and financial aid.

IC041 for: providing educational presentations and on-line classes in the field of student finances, student loans, student debt management and student loan repayment, and distribution on-line educational materials in connection therewith; providing a website featuring education materials in the nature of articles and videos on student finances, student loans, student debt management, student loan repayment, and achieving academic success in college; college consulting services, namely assisting students in finding and selecting colleges, applying for admission to colleges, and achieving academic success in college; providing a website featuring information on finding and selecting colleges and applying for admission to colleges.

IC042 for: computer services, namely hosting on-line web facilities for current and former student to engage in interactive

discussions regarding student loans, student finances, student debt management, student loan repayment, finding and selecting colleges, applying for admission to colleges, achieving success in college and managing the transition from college to employment.

Reg. No. 4,675,828

IC036 for: student financial counseling services, namely, helping students to make informed and intelligent decisions about their personal college finances; student debt counseling services; providing student loan information; student loan services, namely, reminding students of debt payment deadlines; providing a website for current and former students featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; college counseling services, namely assisting students in finding and applying for scholarships and financial aid.

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IC042 for: computer services, namely hosting on-line web facilities for current and former student to engage in interactive discussions regarding student loans, student finances, student debt management, student loan repayment, finding and selecting colleges, applying for admission to colleges, achieving success in college and managing the transition from college to employment.

Reg. No. 5,155,463

IC036 for: student financial counseling services regarding informed and intelligent decisions about personal and college finances; student debt counseling services; providing student loan information; student loan services, namely sending reminders regarding debt payment deadlines; providing a website featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; College counseling services regarding finding and applying for scholarships and

financial aid; financial services, namely, student loan consultation; student loan services.

IC041 for: Providing educational presentations and on-line classes in the field of student finances, student loans, student debt management and student loan repayment, and distributing on-line educational materials in connection therewith; providing a website featuring education materials in the nature of articles and videos on student finances, student loans, student debt management, student loan repayment, and achieving academic success in college; college consulting services regarding finding and selecting colleges, applying for admission to colleges, and achieving academic success in college; providing a website featuring information on finding and selecting colleges and applying for admission to colleges.

IC042 for: computer services, namely hosting on-line web facilities for users to engage in interactive discussions regarding student loans, student finances, student debt management, student loan repayment, finding and selecting colleges, applying for admission to colleges, achieving success in college and managing the transition from college to employment.

Reg. No. 5,155,479

IC036 for: student financial counseling services regarding informed and intelligent decisions about personal and college finances; student debt counseling services; providing student loan information; student loan services, namely sending reminders regarding debt payment deadlines; providing a website featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; College counseling services regarding finding and applying for scholarships and financial aid; financial services, namely, student loan consultation; student loan services.

IC041 for: Providing educational presentations and on-line classes in the field of student finances, student loans, student debt management and student loan repayment, and distributing on-line educational materials in connection therewith; providing a website featuring education materials in the nature of articles and videos on student finances, student loans, student debt management, student loan repayment, and achieving academic success in college; college consulting services regarding finding and selecting colleges, applying for admission to colleges, and achieving academic success in college; providing a website featuring information on finding and selecting colleges and applying for admission to colleges.

IC042 for: computer services, namely hosting on-line web facilities for users to engage in interactive discussions regarding student loans, student finances, student debt management, student loan repayment,

finding and selecting colleges, applying for admission to colleges, achieving success in college and managing the transition from college to employment.

WHEREAS, SALT has adopted and used in interstate commerce the mark "SALT" since at least March, 20, 2017 and applied for registration at the United States Patent and Trademark Office (the "USPTO") for the mark "SALT" identified by Serial No. 87/378,046 (the '046 Application), and further applied for registration for the mark "SALT BLOCKCHAIN" identified by Serial Nos. 87/891,361 and 87/935,577 ("Applied-for-Marks") for the following goods and services in International Classes 009 and 036 (the "SALT Goods/Services"):

IC009 for: Computer and mobile software, namely, software for providing financial and banking services, execution and management of secure data transactions, measuring and/or recording the fair value of assets based on market, management of data escrow, an providing shared and distributed ledgers, using blockchain technology.

IC036 for: Banking and financial services related to digitized assets, namely, allocation and placement of blockchain collateralized funds; clearing, trading, and exchange services; and facilitating the transfer of funds between sources.

WHEREAS, on June 19, 2017, the USPTO issued an office action ("Office Action") in the '046 Application in which it refused registration citing as a substantive reason therefor a likelihood of confusion between certain of the ASA Marks and Registrations and the '046 Application, and maintained the refusal in a final office action ("Final Office Action") dated January 4, 2018;

WHEREAS, the Parties have been simultaneously using their respective marks;

WHEREAS, the Parties believe that their respective marks as used are not likely to be confused as to source, sponsorship, affiliation, or association;

WHEREAS, the Parties wish to avoid consumer confusion;

WHEREAS, the Parties anticipate that this Agreement will be accepted by the USPTO and the USPTO will allow the Applied-for-Marks to be registered;

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth in this Agreement, including the payment of five thousand dollars (\$5,000.00) from SALT to ASA, the receipt and sufficiency of such consideration is hereby acknowledged, the Parties agree as follows:

1. Non-Material Alterations

a. The ASA Marks and Registrations includes any Non-Material Alterations of the trademark that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such trademark permitted under this Agreement.

b. The Applied-for-Marks includes any Non-Material Alterations of the Applied-for-Mark that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such mark permitted under this Agreement.

2. ASA consents to SALT's registration and use of the Applied-for-Marks and agrees not to take any action, for example, contest, oppose, object to, seek to limit, seek to cancel, or commence a proceeding against, or otherwise challenge use or registration of the Applied-for-Marks or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging SALT's rights to use the Applied-for-Marks in connection with the sale, promotion, and advertisement of SALT's Goods/Services, provided that SALT is not in breach of this Agreement and SALT's use of the Applied-for-Marks is limited as set forth below:

a. SALT does not use "SALT" in connection with the promotion, advertisement, or sale of student loan services and/or student educational services; or

b. SALT does not advertise or promote goods and services, under the Applied-for-Marks in such a way as to imply any affiliation or connection with the ASA Marks and Registrations, ASA, or ASA's Services; or

c. SALT does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations with respect to the ASA Marks and Registrations, or ASA itself.

Under these conditions, ASA consents to the registration of SALT's applications for registration of the SALT Applied-for-Marks for the SALT Goods/Services.

3. SALT agrees not to contest, oppose, object to, seek to limit, commence a proceeding against, or otherwise challenge use of the ASA Marks and Registrations, or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging, ASA's rights to the ASA Marks and Registrations in connection with the sale or advertisement of the ASA Services, provided that ASA is not in breach of this Agreement and ASA's use of the Marks and Registrations is limited as set forth below:

a. ASA does not advertise or promote the ASA Services in such a way as to imply any affiliation or connection with the Applied-for-Marks, SALT, or the

SALT Goods/Services;

b. ASA does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations in connection with the Applied-for-Mark and/or SALT.

4. The Parties have been using their respective marks simultaneously, have determined that their respective uses are not likely to cause confusion, mistake, or deception as to the source or sponsorship of each Party's goods/services, and neither Party is aware of any instance of actual or apparent confusion.

5. The Parties do not offer the same services, offer services in the same way, or offer services in similar channels of commerce. Nevertheless, in the event that any confusion arises, the Parties shall make good faith efforts to resolve all future situations involving actual or apparent consumer confusion arising as a result of their respective marks.

6. The Parties agree to cooperate and find ways to eliminate or minimize any potential confusion; for example, if either Party has reason to believe any person has mistakenly contacted it, intending to have contacted the other Party, such mistakenly contacted Party will notify the mistaken customer of the error and furnish notice of the address of the proper Party, as provided for herein.

7. Within seven (7) days of the Effective Date and in consideration of ASA's undertakings and performance set forth herein, SALT shall pay to ASA five thousand dollars (\$5,000.00), unless ASA informs SALT prior to execution that its reasonable legal fees have exceeded this amount, in which case SALT shall pay to ASA ASA's actual legal fees.

8. This Agreement shall be worldwide in scope and shall be binding on and inure to the benefit of the Parties, their affiliates, and the respective successors and assigns of the Parties, including without limitation to any assignee of either Party's marks identified herein. At SALT's sole expense and with reasonable notice, the Parties each agree to execute and deliver to the other Party any and all reasonably requested consent agreements or other documents that are needed to effectuate the intent and purpose of this Agreement.

9. If either Party asserts a breach of this Agreement, such Party shall give the other Party at least sixty (60) days prior written notice of the existence and the nature of such breach before taking further action and shall give the Party purportedly in breach of this Agreement the opportunity to correct such breach during the sixty (60) day period.

10. Neither Party may assign its rights or delegate its duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, unless such assignment or delegation is made in conjunction with the

assignment or licensing of that Party's respective mark.

11. The Parties anticipate that this Agreement will be accepted by the USPTO and the USPTO will allow the Applied-for-Marks to be registered. If this consent agreement is not accepted by the USPTO, SALT and ASA shall instead negotiate in good faith, at SALT's sole expense, until a revised consent agreement is accepted by the USPTO and the Applied-for-Marks are allowed to register.

12. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings and negotiations, written or oral, between the Parties. Amendments, modifications, or supplements to this Agreement shall be valid only if made in writing and signed by both Parties.

13. No Party shall be deemed to have waived the protection of any provision hereof, nor such Party's right to enforce the same upon a breach or subsequent breach thereof, unless such waiver shall be in writing and executed by both Parties. No waiver of any breach shall be construed as a continuing waiver of the same or similar breaches.

14. If any provision or portion of any provision of this Agreement is adjudicated as invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion thereof of this Agreement or otherwise invalidate or render the provision or portion unenforceable in any other jurisdiction. Upon the determination that any provision or portion thereof is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties.

15. Any notice or other communication relating to the subject matter of this Agreement shall be deemed sufficiently given if sent by courier service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party and address set forth hereinabove, or as the Parties may direct in a notice from time to time.

16. This Agreement may be executed in counterparts, and an electronically transmitted copy shall be deemed valid. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to both Parties.

17. Each Party affirms, represents, and warrants that it owns its respective marks set forth herein.

18. By executing this Agreement, each signatory affirms, represents, and warrants that he/she has the requisite power and authority to execute this Agreement on behalf of his/her respective Party(ies). Each signatory further affirms, represents, and

warrants that the Party(ies) upon whose behalf he/she has signed has the authority to, and will, perform under and be bound by, the terms of this Agreement.

19. Each Party acknowledges that it has had the opportunity to consult with and receive advice of an attorney. Being mutually drafted, this Agreement is not to be construed against the drafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates shown in the signature block below:

MASSACHUSETTS HIGHER
EDUCATION ASSISTANCE
CORPORATION

SALT LENDING HOLDINGS, INC.

By: 

By: _____

Name: J. Christopher Sheehan

Name: Gregory Bell

Title: Vice President & General Counsel

Title: Chief Operating Officer

Date: July 3, 2018

Date: July __, 2018

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WHEREAS, ASA is the owner of U.S. Trademark Registration Nos. 4,675,827, 4,675,828, 5,155,479, and 5,155,463, for the mark "SALT" and logo iterations thereof, registered on January 20, 2015, January 20, 2015, March 7, 2017, and March 7, 2017 respectively, for use with a wide range of student loan services and related educational and counseling services (collectively, the "ASA Marks and Registrations") and more specifically for the following goods and services (hereinafter, the "ASA Services"):

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Reg. No. 5,155,479

IC036 for: student financial counseling services regarding informed and intelligent decisions about personal and college finances; student debt counseling services; providing student loan information; student loan services, namely sending reminders regarding debt payment deadlines; providing a website featuring information on student finances, student loans, student debt management, student loan repayment, and finding and applying for scholarships and financial aid; College counseling services regarding finding and applying for scholarships and financial aid; financial services, namely, student loan consultation; student loan services.

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WHEREAS, SALT has adopted and used in interstate commerce the mark "SALT" since at least March, 20, 2017 and applied for registration at the United States Patent and Trademark Office (the "USPTO") for the mark "SALT" identified by Serial No. 87/378,046 (the '046 Application), and further applied for registration for the mark "SALT BLOCKCHAIN" identified by Serial Nos. 87/891,361 and 87/935,577 ("Applied-for-Marks") for the following goods and services in International Classes 009 and 036 (the "SALT Goods/Services"):

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IC036 for: Banking and financial services related to digitized assets, namely, allocation and placement of blockchain collateralized funds; clearing, trading, and exchange services; and facilitating the transfer of funds between sources.

WHEREAS, on June 19, 2017, the USPTO issued an office action ("Office Action") in the '046 Application in which it refused registration citing as a substantive reason therefor a likelihood of confusion between certain of the ASA Marks and Registrations and the '046 Application, and maintained the refusal in a final office action ("Final Office Action") dated January 4, 2018;

WHEREAS, the Parties have been simultaneously using their respective marks;

WHEREAS, the Parties believe that their respective marks as used are not likely to be confused as to source, sponsorship, affiliation, or association;

WHEREAS, the Parties wish to avoid consumer confusion;

WHEREAS, the Parties anticipate that this Agreement will be accepted by the USPTO and the USPTO will allow the Applied-for-Marks to be registered;

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth in this Agreement, including the payment of five thousand dollars (\$5,000.00) from SALT to ASA, the receipt and sufficiency of such consideration is hereby acknowledged, the Parties agree as follows:

1. Non-Material Alterations

a. The ASA Marks and Registrations includes any Non-Material Alterations of the trademark that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such trademark permitted under this Agreement.

b. The Applied-for-Marks includes any Non-Material Alterations of the Applied-for-Mark that do not otherwise conflict with the express provisions of this Agreement, and other alterations to such mark permitted under this Agreement.

2. ASA consents to SALT's registration and use of the Applied-for-Marks and agrees not to take any action, for example, contest, oppose, object to, seek to limit, seek to cancel, or commence a proceeding against, or otherwise challenge use or registration of the Applied-for-Marks or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging SALT's rights to use the Applied-for-Marks in connection with the sale, promotion, and advertisement of SALT's Goods/Services, provided that SALT is not in breach of this Agreement and SALT's use of the Applied-for-Marks is limited as set forth below:

a. SALT does not use "SALT" in connection with the promotion, advertisement, or sale of student loan services and/or student educational services; or

b. SALT does not advertise or promote goods and services, under the Applied-for-Marks in such a way as to imply any affiliation or connection with the ASA Marks and Registrations, ASA, or ASA's Services; or

c. SALT does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations with respect to the ASA Marks and Registrations, or ASA itself.

Under these conditions, ASA consents to the registration of SALT's applications for registration of the SALT Applied-for-Marks for the SALT Goods/Services.

3. SALT agrees not to contest, oppose, object to, seek to limit, commence a proceeding against, or otherwise challenge use of the ASA Marks and Registrations, or assist others in contesting, objecting to, opposing, seeking to cancel, commencing a proceeding against, or otherwise challenging, ASA's rights to the ASA Marks and Registrations in connection with the sale or advertisement of the ASA Services, provided that ASA is not in breach of this Agreement and ASA's use of the Marks and Registrations is limited as set forth below:

a. ASA does not advertise or promote the ASA Services in such a way as to imply any affiliation or connection with the Applied-for-Marks, SALT, or the

SALT Goods/Services;

- b. ASA does not defame, disparage, encourage others to defame or disparage, and/or otherwise make misrepresentations in connection with the Applied-for-Mark and/or SALT.
4. The Parties have been using their respective marks simultaneously, have determined that their respective uses are not likely to cause confusion, mistake, or deception as to the source or sponsorship of each Party's goods/services, and neither Party is aware of any instance of actual or apparent confusion.
5. The Parties do not offer the same services, offer services in the same way, or offer services in similar channels of commerce. Nevertheless, in the event that any confusion arises, the Parties shall make good faith efforts to resolve all future situations involving actual or apparent consumer confusion arising as a result of their respective marks.
6. The Parties agree to cooperate and find ways to eliminate or minimize any potential confusion; for example, if either Party has reason to believe any person has mistakenly contacted it, intending to have contacted the other Party, such mistakenly contacted Party will notify the mistaken customer of the error and furnish notice of the address of the proper Party, as provided for herein.
7. Within seven (7) days of the Effective Date and in consideration of ASA's undertakings and performance set forth herein, SALT shall pay to ASA five thousand dollars (\$5,000.00), unless ASA informs SALT prior to execution that its reasonable legal fees have exceeded this amount, in which case SALT shall pay to ASA ASA's actual legal fees.
8. This Agreement shall be worldwide in scope and shall be binding on and inure to the benefit of the Parties, their affiliates, and the respective successors and assigns of the Parties, including without limitation to any assignee of either Party's marks identified herein. At SALT's sole expense and with reasonable notice, the Parties each agree to execute and deliver to the other Party any and all reasonably requested consent agreements or other documents that are needed to effectuate the intent and purpose of this Agreement.
9. If either Party asserts a breach of this Agreement, such Party shall give the other Party at least sixty (60) days prior written notice of the existence and the nature of such breach before taking further action and shall give the Party purportedly in breach of this Agreement the opportunity to correct such breach during the sixty (60) day period.
10. Neither Party may assign its rights or delegate its duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, unless such assignment or delegation is made in conjunction with the

assignment or licensing of that Party's respective mark.

11. The Parties anticipate that this Agreement will be accepted by the USPTO and the USPTO will allow the Applied-for-Marks to be registered. If this consent agreement is not accepted by the USPTO, SALT and ASA shall instead negotiate in good faith, at SALT's sole expense, until a revised consent agreement is accepted by the USPTO and the Applied-for-Marks are allowed to register.

12. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings and negotiations, written or oral, between the Parties. Amendments, modifications, or supplements to this Agreement shall be valid only if made in writing and signed by both Parties.

13. No Party shall be deemed to have waived the protection of any provision hereof, nor such Party's right to enforce the same upon a breach or subsequent breach thereof, unless such waiver shall be in writing and executed by both Parties. No waiver of any breach shall be construed as a continuing waiver of the same or similar breaches.

14. If any provision or portion of any provision of this Agreement is adjudicated as invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion thereof of this Agreement or otherwise invalidate or render the provision or portion unenforceable in any other jurisdiction. Upon the determination that any provision or portion thereof is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties.

15. Any notice or other communication relating to the subject matter of this Agreement shall be deemed sufficiently given if sent by courier service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party and address set forth hereinabove, or as the Parties may direct in a notice from time to time.

16. This Agreement may be executed in counterparts, and an electronically transmitted copy shall be deemed valid. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to both Parties.

17. Each Party affirms, represents, and warrants that it owns its respective marks set forth herein.

18. By executing this Agreement, each signatory affirms, represents, and warrants that he/she has the requisite power and authority to execute this Agreement on behalf of his/her respective Party(ies). Each signatory further affirms, represents, and

warrants that the Party(ies) upon whose behalf he/she has signed has the authority to, and will, perform under and be bound by, the terms of this Agreement.

19. Each Party acknowledges that it has had the opportunity to consult with and receive advice of an attorney. Being mutually drafted, this Agreement is not to be construed against the drafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates shown in the signature block below:

MASSACHUSETTS HIGHER
EDUCATION ASSISTANCE
CORPORATION

SALT LENDING HOLDINGS, INC.

By: _____

By:  _____

Name: J. Christopher Sheehan

Name: Gregory Bell

Title: Vice President & General Counsel

Title: Chief Operating Officer

Date: July __, 2018

Date: July 5, 2018