

ESTTA Tracking number: **ESTTA1161942**

Filing date: **09/24/2021**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91254295
Party	Defendant Apex Bank
Correspondence Address	L CLINT CROSBY BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC 3414 PEACHTREE ROAD NE SUITE 1500 ATLANTA, GA 30326 UNITED STATES Primary Email: ccrosby@bakerdonelson.com Secondary Email(s): srussell@bakerdonelson.com, abaldridge@bakerdonelson.com, achaloner@bakerdonelson.com 615-726-5600
Submission	Opposition/Response to Motion
Filer's Name	L. Clint Crosby
Filer's email	ccrosby@bakerdonelson.com, lgoforth@bakerdonelson.com
Signature	/L. Clint Crosby/
Date	09/24/2021
Attachments	210924 Apex Bank - Response to Motion for Summary Judgment - REDACTED.pdf(268681 bytes) 210924 Apex Bank - Declaration of C Crosby and Exhibits A through M REDACTED.pdf(4143316 bytes) 210924 Apex Bank - Exhibits N through W.pdf(5494214 bytes)

**THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

CC Serve Corporation)	
Opposer,	)	Opposition No.: 91254295
v.	)	Mark: ASPIRE BANK & Design
Apex Bank	)	Application Nos.: 88573746, 88573752,
Applicant.	)	88573752

**APPLICANT’S RESPONSE IN OPPOSITION TO OPPOSER’S MOTION FOR
SUMMARY JUDGMENT**

COMES NOW Applicant, Apex Bank, and in opposition to Opposer CC Serve Corporation’s pending Motion for Summary Judgment (“Motion”), states as follows:

INTRODUCTION

This matter is a classic example of overreaching by an opposer with very narrow trademark protection in connection with a limited type of services. Opposer—who is not even using the ASPIRE mark in connection with credit card services—seeks to prevent Applicant from applying for a different mark, ASPIRE BANK, in connection with a different type of services, banking and financing services.

Applicant has submitted three applications—Serial Nos. 88573746, 88573752, 88573752—for the ASPIRE BANK (and Design) marks, each in connection with banking and financing services (collectively referred to herein as the “ASPIRE BANK mark”). The applied-for marks have virtually the same stylization, except that two of the applications claim different color combinations and one of the applications does not claim color.

The absence of any likelihood of confusion is underscored by the Trademark Examiner’s approval of Applicant’s ASPIRE BANK applications over a letter of protest by Opposer without so much as even an Office Action. In other words, the Trademark Examiner considered Opposer’s

ASPIRE registration and did not believe that there was any risk of confusion among consumers that would warrant further inquiry. At a minimum, this suggests that reasonable persons could disagree on the issue of likelihood of confusion.

Further, as set forth more specifically below, there are genuine disputes of fact as to the issues of standing, priority, and likelihood of confusion, all of which preclude summary judgment. Accordingly, the Board should deny Opposer's Motion for Summary Judgment.

LAW AND ARGUMENT

A. Opposer has not met the standard for entry of summary judgment in its favor.

Summary judgment is appropriate only in cases where the moving party establishes that there are no genuine issues of material fact which require resolution at trial and that it is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). An issue is material when its resolution would affect the outcome of the proceeding under governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A fact is genuinely in dispute if the evidence of record is such that a reasonable factfinder could return a verdict in favor of the nonmoving party. *Id.* The nonmoving party must be given the benefit of all reasonable doubt as to whether genuine issues of material fact exist, and the evidentiary record on summary judgment, and all inferences to be drawn from the undisputed facts, must be viewed in the light most favorable to the nonmoving party. *See Opryland USA, Inc. v. Great American Music Show, Inc.*, 970 F.2d 847, 23 USPQ2d 1471 (Fed. Cir. 1992); *Olde Tyme Foods Inc. v. Roundy's Inc.*, 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992).

Opposer's purported "Statement of Uncontroverted Facts" is largely incomplete and does not identify sufficient facts which would establish that it is entitled to summary judgment. (*See* Opposer's Mem., pp. 7-8). Most notably, Opposer's "Statement of Uncontroverted Facts" ignores

the genuine factual disputes relating to Opposer's lack of use of its registered ASPIRE mark in connection with "credit card services" and the genuine factual disputes relating to the likelihood of confusion with respect to, at a minimum, (1) the degree of similarity or dissimilarity between the marks, (2) the degree of similarity or dissimilarity between Applicant's services and Opposer's services, (3) the degree of similarity or dissimilarity of established, likely-to-continue trade channels, (4) the conditions under which and buyers to whom sales are made, (5) the number and nature of similar marks in use on similar goods, and (6) the variety of goods on which a mark is or is not used. It is Applicant's position that the following facts are genuinely disputed:

1. Opposer does not use and has never used the ASPIRE mark in connection with "credit card services."
2. Applicant's ASPIRE BANK mark is different from Opposer's ASPIRE mark in sound, appearance, and connotation, which eliminates any risk of confusion.
3. Applicant's applied-for "banking and financing services" are different from Opposer's registered "credit card services," which eliminates any risk of confusion.
4. Applicant and Opposer use different trade channels, which eliminates any risk of confusion.
5. Applicant's and Opposer's customers are different, and Applicant's customers of banking and financing services use a high degree of care, which eliminates any risk of confusion.
6. Opposer's ASPIRE mark is weak in light of substantial third-party use of the word ASPIRE in connection with credit card services, as well as in connection with financial services more broadly, which eliminates any risk of confusion.

These genuine factual disputes preclude the entry of summary judgment in Opposer's favor. *See Dorpan, S.L. v. Hotel Melia, Inc.*, 728 F.3d 55, 66 (1st Cir. 2013) ("Because the likelihood of confusion analysis is a particularly fact-intensive one, resolving this issue on summary judgment is disfavored."); *Rearden LLC v. Rearden Commerce, Inc.*, 683 F.3d 1190, 1219 (9th Cir. 2012) ("[D]istrict courts should grant summary judgment motions regarding the likelihood of confusion sparingly, as careful assessment of the pertinent factors that go into

determining likelihood of confusion usually requires a full record.”); *AHP Subsidiary Holding Co. v. Stuart Hale Co.*, 1 F.3d 611, 616 (7th Cir. 1993) (“[A] motion for summary judgment in trademark infringement cases must be approached with great caution.”); *Country Floors, Inc. v. P’Ship Composed of Gepner & Ford*, 930 F.2d 1056, 1063 (3d Cir. 1991) (noting that in the likelihood of confusion context “summary judgments are the exception”). Opposer’s Motion should be denied.

B. There is a threshold issue as to whether Opposer has ever used the ASPIRE mark in connection with “credit card services” and, therefore, whether Opposer has standing and priority.

Opposer has conceded that any credit cards offered under the ASPIRE mark are actually issued by Bank of Missouri, not by Opposer. (*See* Declaration of L. Clint Crosby ¶ 2, Ex. A (Excerpt from Rule 30(b)(6) Deposition of Brian Stone, at p. 76:1-5, Feb. 25, 2021)). In fact, as a matter of law, Opposer could not offer any credit cards under the ASPIRE mark because “you have to be a licensed bank” to offer a credit card, and Opposer is not a licensed bank. (*Id.* at p. 78:6-19, 99:25-100:2). Rather, Opposer is merely “a program manager for banks.” (*Id.* at p. 100:3-7).

The term “credit card services” has been recognized by the U.S. Patent and Trademark Office to be “indefinite and overly broad because the nature of the activity provided is unclear.” (*See* Crosby Decl. ¶ 3, Ex. B). Thus, it is not apparent whether Opposer’s registration is intended to cover credit card authorization services, credit card payment processing services, issuing credit cards, or some other more definite activity relating to credit cards.

Nevertheless, there is no evidence that Opposer actually performs *any* of these activities under the ASPIRE mark. [REDACTED]

[REDACTED] (See

Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 101:21-102:16)). [REDACTED]

[REDACTED] (*Id.* at p. 76:1-5, 101:21-102:16, 107:2-8). Opposer has submitted no evidence regarding the relationship between it and these third-parties which would afford it standing and priority in connection with credit card services.¹

To the extent that Opposer’s registration and trademark rights have been abandoned for lack of use in connection with credit card services and/or Opposer’s registration is invalid for fraud on the Trademark Office in connection with untrue statements of use in connection with credit card services, Opposer cannot genuinely claim to be damaged by the registration of the ASPIRE BANK mark in connection with banking and financing services and lacks standing under 15 U.S.C. § 1063. Further, to the extent that Opposer has never used its ASPIRE mark in connection with credit card services, it lacks priority over ASPIRE BANK in connection with credit card services as well as banking and financing services.

C. Opposer’s ASPIRE Mark is a weak mark and therefore entitled to lesser protection based on substantial third party use of similar marks for similar goods and services.

TMEP section 1207.01(d)(iii) provides that “Evidence of third-party use falls under the sixth *du Pont* factor – the ‘number and nature of similar marks in use on similar goods.’” (citing *In re E.I. du Pont de Nemours & Co.*, 177 USPQ 563, 567 (CCPA 1973)). If the evidence establishes that the consuming public is exposed to third-party use of similar marks on similar goods, it ‘is relevant to show that a mark is relatively weak and entitled to only a narrow scope of protection.’ *Palm Bay Imps., Inc. v. Veuve Clicquot Ponsardin Maison Fondée en 1772*, 73

¹ Opposer has pleaded that it is *using* the ASPIRE mark in connection with credit card services to millions of individual consumers and has pleaded no other basis for standing or priority. (*See* Notice of Opposition, ¶ 7).

USPQ2d 1689, 1693 (Fed. Cir. 2005); *see also In re FabFitFun, Inc.*, 127 USPQ2d 1670, 1675 (TTAB 2018) (finding the component term SMOKING HOT in the marks I'M SMOKING HOT and SMOKIN' HOT SHOW TIME to be "somewhat weak" based in part on evidence of third-party use of the term on similar cosmetics goods and noting that such uses "tend to show consumer exposure to third-party use of the term on similar goods"). In other words, evidence of a "crowded field" of third-party uses of similar marks for the same or related goods or services can be used to "show that customers...have been educated to distinguish between different...marks on the basis of minute distinctions." 2 McCarthy on Trademarks and Unfair Competition §11:88 (4th ed. 2015) (citations omitted).

The word ASPIRE is weak as applied to credit card services and should be afforded a narrow scope of protection. When analyzing whether a likelihood of confusion exists, a key consideration is the strength of the senior user's mark. *See, e.g., James Burrough, Ltd. v. Sign of Beefeater, Inc.*, 540 F.2d 266 (7th Cir. 1976). The strength of a party's mark is legal shorthand used to quantify the breadth of protection to be afforded a mark. *Waples-Platter Co. v. General Foods Corp.*, 439 F. Supp. 551, 575 (N.D. Tex. 1977). A strong mark is entitled to a broad scope of protection. *See, e.g., J.B. Williams Co. v. Le Conte Cosmetics, Inc.*, 523 F.2d 187, 192 (9th Cir. 1975). A weak mark is entitled to a narrow scope of protection. *Id.*

Numerous other businesses use the word ASPIRE in connection with credit cards and other credit offerings throughout the country. Applicant's research has revealed the following representative list:

1. American Express's offering of a HILTON HONORS AMERICAN EXPRESS ASPIRE CARD credit card (Crosby Decl. ¶ 4, Ex. C)
2. America's Credit Union's ASPIRE LIFESTYLE LENDING credit card and personal loan offering (Crosby Decl. ¶ 5, Ex. D)

3. Capital One's ASPIRE credit card (Crosby Decl. ¶ 6, Ex. E)
4. Columbus Bank & Trust Company's ASPIRE VISA GOLD credit card (Crosby Decl. ¶ 7, Ex. F)
5. Kalsee Credit Union's ASPIRE FINANCIAL COUNSELING program (Crosby Decl. ¶ 8, Ex. G)
6. SECU's ASPIRE STUDENT VISA CARD credit card (Crosby Decl. ¶ 9, Ex. H)
7. Texell Credit Union's ASPIRE credit card (Crosby Decl. ¶ 10, Ex. I)
8. ASPIRE FEDERAL CREDIT UNION in connection with a variety of lending and credit offering services (Crosby Decl. ¶ 11, Ex. J)
9. ASPIRE PAYMENTS in connection with credit card processing software and services (Crosby Decl. ¶ 12, Ex. K)
10. ASPIRE SERVICING CENTER in connection with payment processing services for repaying loans (Crosby Decl. ¶ 13, Ex. L)

Thus, even with respect to the services set forth in the pleaded registration, Opposer is entitled to only limited protection in its ASPIRE mark.

Further, in connection with the financial services industry more broadly, there are even more instances of third-party use, which further weakens Opposer's rights—to the extent it has any—in connection with financial services. Applicant's research has revealed the following additional representative examples of third-party use of the word ASPIRE in connection with financial services:

1. Addition Financial's ASPIRE CHECKING checking account for college students (Crosby Decl. ¶ 14, Ex. M)
2. Fairfield County Bank's ASPIRE checking account for students and young adults (Crosby Decl. ¶ 15, Ex. N)
3. Greater Nevada Credit Union's ASPIRE CHECKING checking account (Crosby Decl. ¶ 16, Ex. O)
4. Guardians Credit Union's ASPIRE CHECKING checking account (Crosby Decl. ¶ 17, Ex. P)

5. LTi Technology Solutions' ASPIRE asset finance solution (Crosby Decl. ¶ 18, Ex. Q)
6. Green Financial Services' ASPIRATION debit card (Crosby Decl. ¶ 19, Ex. R)
7. HSA Solutions' ASPIRE retirement planning solutions and retirement management systems (Crosby Decl. ¶ 20, Ex. S)

Opposer's corporate representative, Brian Stone, was asked about a number of third-party uses during his deposition, and he testified that Opposer had not given any of these entities permission to use the ASPIRE mark. (*See* Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 81:9-87:21)).

Beyond these common law uses, there are also a number of third-party registrations for marks containing the word ASPIRE in connection with similar goods and services. *See* Crosby Decl. ¶ 21, Exs. T, U. Perhaps most notably, the Trademark Office recently registered the mark ASPIRE CAPITAL ADVISORS in connection with investment management, financial planning, financial advice, and a variety of other services in Class 36. (*See* Crosby Decl. ¶ 21, Ex. U (U.S. Reg. No. 6,331,340)). There are also federal registrations for ASPIRE UNIVERSAL in connection with financial management services (Crosby Decl. ¶ 21, Ex. U (U.S. Reg. No. 5,085,019)), and ASPIREVEST in connection with financial services, namely, investment advice, investment management, investment consultation and investment of funds for others, including private and public equity and debt investment services (Crosby Decl. ¶ 21, Ex. U (U.S. Reg. No. 4,699,320)), as well as various state registrations containing the word ASPIRE in connection with banking, financial, and related services. (*See* Crosby Decl. ¶ 21, Exs. T, U).

The number of third-party uses and registrations is directly relevant to determining the strength of a party's mark. *See, e.g., In re Lucky Co.*, 209 USPQ. 422, 423 (T.T.A.B. 1980). The Eighth Circuit has recognized that "[d]etermining that a mark is weak means that consumer confusion has been found unlikely because the mark's components are so widely used that the

public can easily distinguish slight differences in the marks, even if the goods are related.” *General Mills, Inc. v. Kellogg Co.*, 824 F.2d 622, 626 (8th Cir. 1987) (finding that APPLE RAISIN CRISP is a weak mark and not infringed by third-party’s use of OATMEAL RAISIN CRISP). As a result, “where a party uses a weak mark, his competitors may come closer to his mark than would be the case with a strong mark without violating his rights.” *Kenner Parker Toys, Inc. v. Rose Art Indus., Inc.*, 963 F.2d 350, 353, 22 USPQ2d 1453 (Fed. Cir. 1992).

In light of the substantial third-party use of the word ASPIRE in connection with credit card-related services, as well as in the financial services industry more broadly, consumers are used to distinguishing between various uses of ASPIRE in connection with financial services. *See Juice Generation, Inc. v. GS Enterprises LLC*, 794 F.3d 1334, 1338, 115 USPQ2d 1671 (Fed. Cir. 2015) (“[S]ufficient evidence of third-party use of similar marks can ‘show that customers . . . ‘have been educated to distinguish between different . . . marks on the basis of minute distinctions.’”) (quoting 2 McCarthy on Trademarks and Unfair Competition § 11:88 (4th ed. 2015)). This is particularly true in the banking industry in general, where consumers have become accustomed to distinguishing between similar marks. (*See Crosby Decl.* ¶. 23, Ex. V (Excerpts from Rule 30(b)(6) Deposition of Santiago Cuccarese, at p. 53:13-16, Apr. 20, 2021 (“In the banking industry, you have several financial institutions across different states using similar names. Like, there are First Banks everywhere. Star Banks everywhere, or City Banks, et cetera.”))); *see also First National Bank in Sioux Falls v. First National Bank South Dakota*, 153 F.3d 885, 889 (8th Cir. 1998) (holding that in the banking context “customers are more likely to notice what, in other contexts, may be relatively minor differences in names”).

The number of third-party registrations is likewise “relevant to prove that some segment of the composite marks which both contesting parties use has a normally understood and well-

recognized descriptive or suggestive meaning, leading to the conclusion that that segment is relatively weak.” *Juice Generation*, 794 F.3d at 1339 (quoting 2 McCarthy on Trademarks and Unfair Competition § 11:90 (4th ed. 2015)); *see also Anthony’s Pizza & Pasta Int’l, Inc. v. Anthony’s Pizza Holding Company, Inc.*, 95 U.S.P.Q.2d 1271, at *8 (T.T.A.B. Nov. 10, 2009) (“The testimony, third-party registrations, and telephone listings are sufficient to show that the name ‘Anthony’s’ has been extensively adopted, registered and used as a trademark for restaurant services, in particular for Italian restaurants and pizzerias, and therefore that ‘Anthony’s’ has a significance in this industry. Thus, the evidence corroborates the testimony that ‘Anthony’s’ suggests an Italian restaurant or even a New York style Italian restaurant. As a result, a mark comprising, in whole or in part, the name ‘Anthony’s’ in connection with restaurant services should be given a restricted scope of protection.”).

The extensive third-party use and registrations of the word ASPIRE in connection with identical or similar goods and services indicates that the scope of protection afforded Opposer’s ASPIRE mark is necessarily narrow and that confusion is not likely to result from the use of Applicant’s ASPIRE BANK mark. *See Lloyd’s Food Prods., Inc. v. Eli’s, Inc.*, 987 F.2d 766, 768 (Fed. Cir. 1993) (finding TTAB erred in granting summary judgment where it failed to consider evidence of third party use and the effect of this factor on the strength of the mark and the likelihood of confusion); *Juice Generation, Inc. v. GS Enterprises LLC*, 794 F.3d 1334, 1339 (Fed. Cir. 2015) (finding TTAB erred in granting summary judgment where it overlooked the extensive evidence of third party use and “gave inadequate consideration to the strength or weakness of GS’s marks”); *Jack Wolfskin Ausrüstung Fur Draussen GmbH & Co. KGAA v. New Millennium Sports, S.L.U.*, 797 F.3d 1363, 1373-74 (Fed. Cir. 2015) (finding Board erred in concluding that this factor was neutral in light of the “extensive evidence of third-party use and registrations”). At a

minimum, this suggests that reasonable people could disagree regarding whether there is a likelihood of confusion between Opposer's ASPIRE mark and Applicant's ASPIRE BANK mark and that summary judgment would be improper.

D. The marks are not sufficiently similar for there to be a likelihood of confusion.

Keeping in mind the narrow scope of protection afforded Opposer's ASPIRE mark, Applicant's ASPIRE BANK mark and Opposer's ASPIRE mark are not similar in a way that is likely to cause confusion. In the crowded field of ASPIRE marks, Applicant's mark stands out as distinctly different because it ends in the word "bank."

As a threshold matter, while the dominant portion of a mark may be given greater weight, "each mark must still be considered as a whole." *First Sav. Bank, F.S.B. v. First Bank System, Inc.*, 101 F.3d 645, 653 (10th Cir. 1996). ASPIRE BANK and ASPIRE do not sound alike. ASPIRE BANK has four syllables, while ASPIRE only has three syllables. Further, the addition of "bank" at the end of ASPIRE BANK brings an entirely new sound to ASPIRE BANK that is unlike that of ASPIRE alone. *See First Sav. Bank*, 101 F.3d at 653 (finding "[a]s to pronunciation 'First Bank System' contains an additional word, and to that extent is pronounced differently than FirstBank.>").

Further, ASPIRE BANK and ASPIRE are not alike in appearance. ASPIRE BANK consists of two words, rather than one. It is also applied-for in a particular stylized design, which includes a mountain feature in the background. This design feature is not part of Opposer's registered ASPIRE mark² and, particularly when viewed with the addition of the word "bank" in

² Opposer's common law use of its stylized ASPIRE mark (as shown on p. 7 of Opposer's Memorandum) was not pleaded and is not relevant for purposes of this analysis.

the ASPIRE BANK mark, results in a substantially different appearance from Opposer's ASPIRE mark.

For example, in *Caruso v. Estefan*, 994 F. Supp. 1454 (S.D. Fla. 1998), Caruso owned multiple federal trademark registrations for the mark BONGO for various clothing goods. Estefan's business also involved selling clothing, but under the mark BONGOS CUBAN CAFÉ (both with and without a logo design). Caruso brought a trademark infringement suit against Estefan. In its comparison of the parties' marks, the court began by noting that in determining the similarity of two marks, "[t]he marks are examined in their entirety, rather than simply by comparison of the similar terms of dominant features." *Id.* at 1460. The court immediately noted that "[t]he mere fact that both marks incorporate a form of the common word 'bongo' does not render the marks similar." *Id.* In analyzing the two marks, the court concluded that "'Bongo' and 'Bongos Cuban Café' have distinct appearances and sounds" and "clearly convey different commercial impressions." *Id.*

Other courts have reached similar conclusions. *See, e.g., Freedom Sav. & Loan Ass'n v. Way*, 757 F.2d 1176, 1182 (11th Cir. 1985) (FREEDOM REALTY and FREEDOM SAVINGS AND LOAN ASSOCIATION were not so similar that they suggested a connection between the two entities, particularly considering the relative weakness of the registered marks); *Conde Nast Publications, Inc.*, 507 F.2d at 1407 (holding that the dissimilarities between COUNTRY VOGUES and VOGUE outweigh their similarities); *Colgate-Palmolive Co. v. Carter Wallace, Inc.*, 432 F.2d 1400, 1402 (C.C.P.A. 1970) (finding PEAK PERIOD does not look like PEAK); *First Sav. Bank, F.S.B. v. First Bank System, Inc.*, 101 F.3d 645, 653 (10th Cir. 1996) (holding that FIRSTBANK and FIRST BANK SYSTEM have "apparent" visual differences); *Spice Islands, Inc. v. The Frank Tea & Spice Co.*, 505 F.2d 1293, 184 USPQ 35 (C.C.P.A. 1974)

(comparing words and design to words and design, SPICE TREE and tree design held not confusingly similar to SPICE ISLANDS and tree design, both for spices). As these cases show, any potential likelihood of confusion between marks sharing a common element can be outweighed by additional, unshared elements.

ASPIRE BANK and ASPIRE are also dissimilar in commercial impression and connotation. The word “bank” at the end of the ASPIRE BANK mark clearly suggests that Applicant is a bank. Indeed, virtually all states in the United States prohibit the use of terms indicating that a business is a bank unless the business is legally authorized to engage in banking. *See, e.g.*, Crosby Decl. ¶ 23, Ex. W (Virginia Code § 6.2-939; O.C.G.A. § 7-1-243; Utah Code §§ 7-1-701, 7-22-102; R.C.W. §30A.04.020; Tenn. Code § 45-2-1709). The obvious reason for these regulations is that consumers attribute significant meaning to the word “bank.” Thus, the use of the word “bank” in the ASPIRE BANK trademark has a very specific connotation and indicates to consumers that the services are being provided by a business authorized by law to engage in banking activities.

The Federal Circuit has cautioned against looking at only the dominant portion of a mark and emphasized that a mark should be viewed in its entirety. In *In re Hearst*, 982 F.2d 493 (Fed. Cir. 1992), the court compared the marks VARGAS and VARGA GIRL for calendars, and, notwithstanding the TTAB’s finding that the word “girl” was merely descriptive, found:

“The appearance, sound, sight, and commercial impression of VARGA GIRL derive significant contribution from the component “girl”. By stressing the portion “varga” and diminishing the portion “girl”, the Board inappropriately changed the mark. Although the weight given to the respective words is not entirely free of subjectivity, we believe that the Board erred in its diminution of the contribution of the word “girl”. When GIRL is given fair weight, along with VARGA, confusion with VARGAS becomes less likely.”

Id. at 494 (footnote omitted). The court concluded that the differences in “sound, appearance, connotation, and commercial impression” between the marks was sufficient to negate the possibility of a likelihood of confusion. *Id.*

In the instant case, the ASPIRE BANK mark should be viewed in its entirety, with the word “bank” given fair weight. The addition of the word “bank” at the end of ASPIRE BANK, creates a distinct commercial impression that avoids any likelihood of confusion.

E. Applicant’s services and Opposer’s services are not similar.

Opposer’s pleaded registration for the ASPIRE mark is for “credit card services.” As explained above, this description is itself indefinite and overly broad, and it is not clear what is meant by “credit card services” in the pleaded registration. On the one hand, Opposer itself seems to provide back-end “program management” services for financial institutions offering credit cards, but on the other hand, Opposer has presented itself in this Opposition as providing credit card services to individual consumers. (*See, e.g.*, Notice of Opposition, ¶ 7). Certainly, as to the back-end “program management” services that Opposer provides to financial institutions, these could hardly be considered similar to banking and financing services, which are offered to individual bank accountholders.

Even to the extent Opposer’s registration is construed as covering offering credit card products to individual cardholders, these services are different than the applied-for “banking and financing services,” which involve “rais[ing] deposits,” and do not involve offering any credit products. (Crosby Decl. ¶ 22, Ex. V (Cuccarese Tr., at p. 27:2-6, 28:2-11, 28:21-29:1)). Courts that have considered similar issues have generally found that credit card services are “qualitatively different from providing traditional banking services.” *Accord Popular Bank of Fla. V. Banco Popular de Puerto Rico*, 9 F. Supp. 2d 1347, 1354 (S.D. Fla. 1998); *see also KeyCorp v. Key Bank*

& Trust, 99 F. Supp. 2d 814, 824 (N.D. Ohio 2000) (finding this factor was neutral where one party offered secured credit card services and the other offered unsecured credit card services); *Universal Money Centers, Inc. v. American Tel. & Tel. Co.*, 797 F. Supp. 891, 895 (D. Kan. 1992) (finding there was a “critical distinction between the cards: the AT&T card allows consumers to purchase items on credit while the UMC card allows consumers to make deductions directly from their own bank accounts”). Accordingly, Applicant’s applied-for “banking and financing services” and Opposer’s “credit card services” are sufficiently distinct and will not result in a likelihood of consumer confusion.

F. The trade channels for Applicant’s services and Opposer’s services are not similar.

As discussed above, Opposer’s related entity, Atlanticus uses the ASPIRE mark in connection with offering services as “a program manager for banks.” (Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 100:3-7)). [REDACTED] (See, e.g., *id.* at p. 100:18-101:23).³ On the other hand, Applicant’s customers of its applied-for goods and services are expected to be individuals interested in setting up deposit accounts through a virtual bank.

As a result of this distinction, the channels of trade and methods used to market the respective services are different. The U.S. District Court for the District of Kansas considered a similar situation in *Universal Money Centers, Inc. v. American Tel. & Tel. Co.*, 797 F. Supp. 891 (D. Kan. 1992). In *Universal Money Centers*, the plaintiff, Universal Money Centers contracted with various financial institutions to issue plastic “debit” cards, which were used for accessing

³ Throughout Mr. Stone’s deposition, counsel for Opposer objected to identifying the banks with which Opposer contracts on the basis that the identities of Opposer’s customers was protected from disclosure under TMBP 414. (See, e.g., Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 27:17-28:5, 29:16-19, 30:18-31:2)).

ATMs and for making retail purchases, under the marks UNIVERSAL MONEY CARD, UNIVERSAL MONEY, and UNIVERSAL MONEY CENTER. *Id.* at 892 & n.1. Universal Money Centers sued AT&T over the alleged likelihood of confusion over AT&T’s use of the mark AT&T UNIVERSAL CARD in connection with its combination telephone and retail credit card. The Court distinguished the products on the basis that (1) there was a “critical distinction between the cards: the AT&T card allows consumers to purchase items on credit while the UMC card allows consumers to make deductions directly from their own bank accounts”; and (2) while AT&T’s customers were the individual cardholders, “UMC’s true customers are the financial institutions who utilize UMC’s services, rather than the individual cardholders.” *Id.* at 895-96.

Similarly, in this instance, Opposer markets its services directly to financial institutions who seek to offer credit card products to individuals. On other hand, Applicant anticipates marketing directly to individuals seeking to secure their deposits with an FDIC-insured bank. As a result, the trade channels are markedly different, as in *Universal Money Center*. This cuts against any likelihood of confusion.

Even to the extent the Board construed Opposer’s marketing activities as being directed toward the individuals seeking to open credit cards with third-party financial institutions, the marketing channels are still different. [REDACTED]

[REDACTED]

[REDACTED] (See Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 51:21-53:19)). [REDACTED]

[REDACTED]

[REDACTED] (*Id.* at p. 54:7-10). On the other hand, Applicant’s proposed marketing strategy is primarily digital

advertising targeted toward high-income individuals. (Crosby Decl. ¶ 22, Ex. V (Cuccarese Tr. at p. 19:14-24)). Thus, even if Opposer is considered to be marketing to credit card applicants, there is very limited, if any, overlap in terms of channels of trade and methods of marketing. This factor also weighs against a finding of likelihood of confusion.

G. The buyers of Applicant’s services and Opposer’s services are not similar, and buyers of Applicant’s services tend to exercise a high degree of care.

There is a threshold dispute as to who are the “buyers” of Opposer’s services, which are not truly credit card services, but rather program management services for banks. As noted, Opposer’s related entity, Atlanticus uses the ASPIRE mark in connection with offering services as “a program manager for banks.” (Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 100:3-7)). [REDACTED] (See, e.g., *id.* at p. 100:18-101:23; *supra* fn. 3). On the other hand, Applicant’s customers of its applied-for goods and services are expected to be individuals interested in setting up deposit accounts through a virtual bank. These are vastly different types of “buyers” of Applicant’s and Opposer’s respective services.

Even if the “buyers” of Opposer’s services are assumed to be the individuals who sign up for credit cards issued by a third-party customer of Opposer, they are still very different than the buyers of the services to be offered under Applicant’s ASPIRE BANK mark. Specifically, Opposer uses its ASPIRE mark in connection with a credit card targeted to “less than prime consumers,” [REDACTED] (Crosby Decl. ¶ 2, Ex. A (Stone Tr. at p. 18:4-19:5)). [REDACTED] (*Id.* at p. 25:4-10, 42:19-24). Applicant’s target market for its applied-for services are high-income customers. (Crosby Decl. ¶ 22, Ex. V (Cuccarese Tr. at p. 19:14-24)). As others have recognized, there is a correlation between low-income individuals and

those with poorer credit scores and a correlation between higher-income individuals and those with higher credit scores. *See, e.g., Chase Manhattan Bank, USA, N.A. v. Freedom Card, Inc.*, 333 F. Supp. 2d 239, 250 (D. Del. 2004) (finding it “undisputed that the parties’ goods and services were targeted to different groups of consumers” where one was targeted toward higher-income individuals with higher credit scores and the other was targeted toward consumers with poorer credit at “the middle-to-low income level”).

Further relevant to this factor is that “consumers tend[] to exercise a relatively high degree of care in selecting banking services. As a result, customers are more likely to notice what, in other contexts, may be relatively minor differences in names.” *First National Bank in Sioux Falls v. First National Bank South Dakota*, 153 F.3d 885, 889 (8th Cir. 1998). Indeed, for this reason, the Eighth Circuit recognized “that other courts have determined there to be minimal or no likelihood of confusion even where the names of financial institutions share the same dominant terms.” *Id.* at 889-90 (collecting cases). Other courts have similarly noted that “the services provided by banks are not services that are normally subject to impulse buying.” *Empire Nat’l Bank of Traverse City v. Empire of Am. FSA*, 559 F. Supp. 650, 656 (W.D. Mich. 1983). Accordingly, this factor cuts against a likelihood of confusion.

H. The *DuPont* factors weigh against a finding of likelihood of confusion, but at a minimum, there is a genuine dispute of material fact on this issue.

Considered together, analysis of the *DuPont* factors demonstrates that consumers are not likely to be confused by the registration of Applicant’s ASPIRE BANK mark in connection with banking and financing services. Opposer’s ASPIRE mark is very weak due to the extensive third-party use and registrations of other ASPIRE marks in the financial services industry and, therefore, is entitled to a narrow scope of protection. The differences between the ASPIRE BANK (and Design) mark and the ASPIRE mark outweigh any similarities. The applied-for goods and services

are sufficiently dissimilar that consumers are unlikely to be confused. The channels of trade and the methods of marketing are not similar. And further, the anticipated consumers of Applicant's services offered under the ASPIRE BANK mark are different than the buyers of Opposer's credit card services under the ASPIRE mark. Moreover, the consumers of banking services are sophisticated and likely to exercise a high degree of care in selecting such services. In sum, all of these factors indicate that consumers are not likely to be confused by Applicant's ASPIRE BANK mark. At a minimum, however, there is a genuine dispute of material fact on this issue. Reasonable persons can disagree as to the likelihood of confusion. Indeed, the Trademark Examiner, even in light of a letter of protest by Opposer, did not identify any likelihood of confusion before approving Applicant's ASPIRE BANK marks for publication.

CONCLUSION

For the foregoing reasons, Applicant respectfully requests that the Board deny Opposer's Motion for Summary Judgment.

Respectfully submitted this 24th day of September 2021.

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, PC

/s/ L. Clint Crosby

L. Clint Crosby, Esq. (GA Bar No. 197877)

Susan A. Russell, Esq. (GA Bar No. 165048)

3414 Peachtree Road NE, Suite 1500

Atlanta, Georgia 30326

Telephone: (404) 577-6000

ccrosby@bakerdonelson.com

srussell@bakerdonelson.com

Adam S. Baldridge, Esq. (TN Bar No. 023488)

2000 First Tennessee Building

165 Madison Avenue
Memphis, Tennessee 38103
Telephone: (910)526-2000
abaldrige@bakerdonelson.com

Counsel for Applicant

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

CC Serve Corporation)	
Opposer,	)	Opposition No.: 91254295
v.	)	Mark: ASPIRE BANK & Design
Apex Bank	)	Application Nos.: 88573746, 88573752,
Applicant.	)	88573752

CERTIFICATE OF SERVICE

The foregoing Applicant's Response in Opposition to Opposer's Motion for Summary Judgment was served via email upon the following counsel for Opposer:

CC Serve Corporation
c/o Troutman Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, Georgia 30308
trademarks@troutmansanders.com
austin.padgett@troutmansanders.com

This 24th day of September 2021.

/s/ L. Clint Crosby
L. Clint Crosby, Esq.

Counsel for Applicant

**THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

CC Serve Corporation)	
Opposer,	)	Opposition No.: 91254295
v.	)	Mark: ASPIRE BANK & Design
Apex Bank	)	Application Nos.: 88573746, 88573752,
Applicant.	)	88573752

**DECLARATION OF L. CLINT CROSBY IN SUPPORT OF APPLICANT’S RESPONSE
IN OPPOSITION TO OPPOSER’S MOTION FOR SUMMARY JUDGMENT**

L. Clint Crosby declares as follows:

1. I am a shareholder of the law firm Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., counsel for Apex Bank (“Applicant”) in the above-identified proceeding. I have personal knowledge of the facts set forth below.

2. The deposition of the corporate representative of Opposer CC Serve Corporation (“Opposer”), Brian Stone, was taken on February 25, 2021. *Exhibit A* is a true and correct copy of excerpts of this deposition.

3. The description “credit card services” has been deleted from the Trademark ID Manual because under the Nice Classification, Tenth edition, version 2016, credit card services, debit card services, or other payment card services are indefinite and overly broad because the nature of the activity provided is unclear. *Exhibit B* is a true and correct copy of the entry for “credit card services” in the Trademark ID Manual located at <https://idm-tmng.uspto.gov>.

4. American Express offers a credit card under the mark HILTON HONORS AMERICAN EXPRESS ASPIRE CARD. *Exhibit C* is a true and correct copy of a website advertising American Express’s credit card services offered under the HILTON HONORS AMERICAN EXPRESS ASPIRE CARD mark.

5. America's Credit Union offers a credit card and personal loans under the mark ASPIRE LIFESTYLE LENDING. *Exhibit D* is a true and correct copy of a website advertising America's Credit Union's credit card and personal loan services offered under the ASPIRE LIFESTYLE LENDING mark.

6. Capital One offers a credit card under the ASPIRE mark. *Exhibit E* is a true and correct copy of a website advertising Capital One's credit card services offered under the ASPIRE mark.

7. Columbus Bank & Trust Company offers a credit card under the mark ASPIRE VISA GOLD. *Exhibit F* is a true and correct copy of a website advertising Columbus Bank & Trust Company's credit card services offered under the ASPIRE VISA GOLD mark.

8. Kalsee Credit Union offers a financial counseling program under the mark ASPIRE FINANCIAL COUNSELING. *Exhibit G* is a true and correct copy of a website advertising Kalsee Credit Union's financial counseling services offered under the ASPIRE FINANCIAL COUNSELING mark.

9. SECU offers a credit card under the mark ASPIRE STUDENT VISA CARD. *Exhibit H* is a true and correct copy of a website advertising SECU's credit card services offered under the ASPIRE STUDENT VISA CARD mark.

10. Texell Credit Union offers a credit card under the ASPIRE mark. *Exhibit I* is a true and correct copy of a website advertising Texell Credit Union's credit card services offered under the ASPIRE mark.

11. Aspire Federal Credit Union offers lending and credit offerings under the ASPIRE FEDERAL CREDIT UNION mark. *Exhibit J* is a true and correct copy of a website advertising

Aspire Federal Credit Union's lending and credit services offered under the ASPIRE FEDERAL CREDIT UNION mark.

12. Aspire Payments offers credit card processing software and services under the ASPIRE PAYMENTS mark. *Exhibit K* is a true and correct copy of a website advertising Aspire Payment's credit card processing software and services offered under the ASPIRE PAYMENTS mark.

13. Aspire Servicing Center offers payment processing services for repaying loans under the ASPIRE SERVICING CENTER mark. *Exhibit L* is a true and correct copy of a website advertising Aspire Servicing Center's payment processing services for loan repayment offered under the ASPIRE SERVICING CENTER mark.

14. Addition Financial offers a checking account and related services under the ASPIRE CHECKING mark. *Exhibit M* is a true and correct copy of a website advertising Addition Financial's checking account and related services offered under the ASPIRE CHECKING mark.

15. Fairfield County Bank offers a checking account and related services under the ASPIRE mark. *Exhibit N* is a true and correct copy of a website advertising Fairfield County Bank's checking account and related services offered under the ASPIRE mark.

16. Greater Nevada Credit Union offers a checking account and related services under the ASPIRE CHECKING mark. *Exhibit O* is a true and correct copy of a website advertising Greater Nevada Credit Union's checking account and related services offered under the ASPIRE CHECKING mark.

17. Guardians Credit Union offers a checking account and related services under the ASPIRE CHECKING mark. *Exhibit P* is a true and correct copy of a website advertising

Guardians Credit Union's checking account and related services offered under the ASPIRE CHECKING mark.

18. LTi Technology Solutions offers asset financing and related services under the ASPIRE mark. *Exhibit Q* is a true and correct copy of a website advertising LTi Technology Solutions' asset financing and related services offered under the ASPIRE mark.

19. Green Financial Services offers debit card services under the ASPIRATION mark. *Exhibit R* is a true and correct copy of a website advertising Green Financial Services' debit card services offered under the ASPIRATION mark.

20. HSA Solutions offers retirement planning solutions and retirement management systems under the ASPIRE mark. *Exhibit S* is a true and correct copy of a website advertising HAS Solutions' retirement planning solutions and retirement management systems offered under the ASPIRE mark.

21. *Exhibit T* is a chart summarizing the true and correct copies of the registration certificates included in *Exhibit U*. The registration certificates included in *Exhibit U* are third-party registrations that contain the word "ASPIRE" in connection with banking, financial, and related services.

22. The deposition of Applicant's corporate representative, Santiago Cuccarese, was taken on April 20, 2021. *Exhibit V* is a true and correct copy of excerpts of this deposition.

23. *Exhibit W* includes true and correct copies of websites setting forth the regulations of Virginia, Georgia, Utah, Washington, and Tennessee that govern the use of the word "bank" in a business name.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

This the 24th day of September, 2021.


L. Clint Crosby, Esq.

**APEX BANK'S
EXHIBIT A**



Deposition of:
30(b)(6) Brian Stone

February 25, 2021

In the Matter of:
CC Serve Corporation v. Apex Bank

Veritext Legal Solutions

800.808.4958 | calendar-atl@veritext.com | 770.343.9696

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3
4 CC Serve Corporation,) Opposition No.: 91254295
5 Opposer,)

6 vs.) Mark: ASPIRE BANK & Design
7 Apex Bank,) Application Nos.: 88573746,
8 Applicant.) 88573752, 88573758

9
10 30(b)(6) DEPOSITION OF CC SERVE CORPORATION THROUGH:
11 Brian Stone

12
13 February 25, 2021
14 9:30 a.m.

15
16 All Parties Appeared via Zoom Video Conferencing

17
18 Melissa M. Whitlock, CCR, CVR
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

THE REPORTER: Due to the need for this deposition to take place remotely because of the government's order for social distancing, the parties will stipulate that the court reporter may swear in the witness over Veritext virtual video conference and that the witness has verified that he is, in fact -- is it Brian Stone?

MR. STONE: Yes.

THE REPORTER: Brian Stone. Okay, Brian Stone.

MR. CROSBY: That's stipulated.

MR. PADGETT: Yeah, we stipulate.

THE REPORTER: Okay.

[Brian Stone is duly sworn by the court reporter.]

BRIAN STONE,
Having Been First Duly Sworn, was Examined
and Testifies as Follows:

EXAMINATION

BY MR. CROSBY:

Q. Good morning, Mr. Stone. My name's Clint Crosby and I'm counsel for Apex Bank in the trademark opposition that's been filed. So I'll be taking your deposition here today. Let me just put a few things

1 familiar with the web page, or familiar with the
2 contents?

3 A. I am.

4 Q. Okay. And so this indicates under -- looking
5 at page 1 of Exhibit 2, the first heading there is
6 Products, and it talks about products being credit
7 cards that help a consumer get back on track. Can you
8 explain what's meant by that phrase?

9 A. We focus on credit cards on a less than prime
10 consumer.

11 Q. And by prime, is that a reference generally
12 to a FICO score or, you know, that scoring of prime,
13 or is prime a reference to some other index?

14 A. It's not a reference to any particular index.
15 The industry generally uses FICO as a proxy, so you
16 can certainly use FICO, or you can use Vantage, or you
17 can use many other metrics.

18 Q. Okay. And if we talk about FICO and we say
19 that -- well, I guess, first, let's divide. So the --
20 what is the prime range on FICO? Is that 720 and up
21 or -- I'm trying to remember what figures I've heard.

22 A. Yeah, I think the government defines it 720
23 and up.

24 **ATTORNEYS' EYES ONLY**

25 Q. [REDACTED]

1

[REDACTED]

2

[REDACTED]

3

[REDACTED]

4

A. [REDACTED]

5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23

END OF ATTORNEYS' EYES ONLY SECTION

24

Q. Okay. That's a good clarification. So tell

25

me what a general purpose credit card is, and I guess

1 or regulations for Atlanticus?

2 A. No.

3 **ATTORNEYS' EYES ONLY**

4 Q. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED] [REDACTED]

9 [REDACTED] [REDACTED]

10 A. [REDACTED]

11 **END OF ATTORNEYS' EYES ONLY SECTION**

12 Q. Okay. And am I correct that part of the
13 marketing to these, you know, less than prime
14 consumers is, you know, take the card, you know, use
15 the card, pay your bill on time, and then Atlanticus
16 or CC Serve will report that back to the three credit
17 bureaus as on-time payments, and hopefully that helps
18 the consumer, you know, build their credit profile
19 over time?

20 A. We don't market any rebuilding of -- of
21 credit.

22 Q. Okay. Well -- okay. So we don't market that
23 use of the card over time. And timely payments can
24 improve a customer's credit score?

25 A. No.

1 the first page of Exhibit 2, it mentions two credit
2 cards, the Aspire credit card and then the Fortiva
3 credit card. What's the difference between those two?

4 A. Just the brands.

5 Q. Okay. I mean, are they marketed to the same
6 type of consumers and they offer the same, I guess,
7 terms, it's just a branding difference?

8 A. Correct.

9 Q. I guess just to, you know, finish up with
10 Exhibit 2, it says there's a listing of some other
11 product offerings from Atlanticus in the retail
12 credit, patient financing, and then the buy here pay
13 here automotive financing. Am I correct that all of
14 these services are geared towards that less than prime
15 consumer?

16 A. Yeah.

17 Q. And the -- focusing back on the Aspire credit
18 card, that card, is it -- does CC Serve offer that
19 card directly? In other words, does it directly
20 solicit consumers to come to Aspire and receive that
21 card?

22 A. We solicit on behalf of the bank that we're
23 the program manager for.

24 Q. Is that the Bank of Missouri?

25 MR. PADGETT: Yeah, I'm going to object just

1 to identification of the customers under TTAB
2 rules. But, I mean, happy for my client to
3 discuss that they work for banks. But
4 identification of their customers we're gonna
5 consider off limits.

6 MR. CROSBY: Well, the confidentiality
7 order, obviously, you know, applies, Austin, the
8 standard confidentiality order. I completely, you
9 know, understand that and don't -- I don't think
10 for purposes of today, I don't need an exhaustive
11 list of customers. I'm just trying to figure out
12 the nature of those customers, if you will. I
13 think the Bank of Missouri is listed on -- it's on
14 one of the exhibits. I mean, that's -- you know
15 --

16 Q. (Mr. Crosby) Mr. Stone, just to clarify, the
17 Bank of Missouri is the, I guess, offering bank for
18 the cards that are, I want to say, directly offered by
19 CC Serve, or how does that -- how do we characterize
20 that relationship with Bank of Missouri?

21 MR. PADGETT: You can answer, Brian, that we
22 work with banks to offer those cards.

23 THE WITNESS: So we're -- we manage the
24 programs for the bank to do certain parts of the
25 offering of a credit card which may include

1 managing a solicitation or managing the service.

2 Q. (Mr. Crosby) Okay. And we'll see a
3 solicitation later in one of the exhibits. I'm not
4 going to jump at that -- to that right now. But am I
5 correct that when we, you know -- there -- at least
6 some solicitations that CC Serve sends out that says
7 hey, here's a -- you know, here's a pre-approved code.
8 Go to our website, you know, put the code in and at
9 the bottom of that solicitation there's a reference
10 to, you know, Bank of Missouri as the issuer of that
11 card; correct? In some cases.

12 A. Correct.

13 MR. PADGET: Objection. Yeah.

14 Q. (Mr. Crosby) And then am I correct, I guess,
15 there are other -- just let me say it this way.

16 So am I correct that there are banks other
17 than Bank of Missouri that offer the Aspire card?

18 MR. PADGETT: Objection to the list of
19 customers.

20 MR. CROSBY: Yeah. I'm not asking for a
21 list, just that there's others than Bank of
22 Missouri.

23 MR. PADGETT: Yeah, I don't know that we're
24 gonna be willing to offer the identification of
25 whether there are or are not any others.

1 MR. CROSBY: Well, I'm not asking for
2 identification. I think we're -- you know, we're
3 entitled to know how the mark is used and offered
4 in commerce, so that's all I'm trying to get at.
5 It appears that there's direct offering from
6 Aspire, and I think that's -- you know, it says
7 Bank of Missouri on it, and then I think there's
8 other banks that offer it. And I'm just trying
9 to, you know, clarify that there, again, are other
10 banks that offer the product. I'm not trying to
11 wade into a list of names right now.

12 MR. PADGETT: Okay, go ahead, Brian, if you
13 want to answer that one.

14 THE WITNESS: Are you asking if we manage a
15 program issuing Aspire for other banks?

16 Q. (Mr. Crosby) Yes.

17 A. Yes.

18 Q. As we sit here today, we know that Bank of
19 Missouri offers an Aspire card. Is that the only bank
20 that's presently offering an Aspire card?

21 MR. PADGETT: Again, same objection. And
22 he's answered the question as far as the
23 management of other banks' items. I mean, I'm
24 looking at TBMP414, number 3, where we don't have
25 to disclose the names or any information about our

1 customers. So I'm -- I've just got to cut it off.

2 I mean, he's answered the question.

3 MR. CROSBY: Again, Austin, I'm not looking
4 for customer names. I'm simply -- you know,
5 obviously one of the elements is, you know,
6 channels of trade. I'm just trying to get into
7 how customers get -- you know, receive the Aspire
8 mark. And, you know, there's a, you know, a
9 solicitation I know that you produced, you know,
10 that came from CC Serve that shows Bank of
11 Missouri, and so I understand that. What I'm
12 trying to figure out is are there other banks --
13 I'll just use, for example, does Bank of America
14 send out, you know, solicitations to either its
15 customers or prospective customers, and say hey,
16 we want to offer you an Aspire card, and if so, is
17 that the CC Serve Aspire card or is that a
18 different Aspire card? I'm just trying to
19 determine that. I'm not trying to wade into a
20 list of customers.

21 MR. PADGETT: Okay. I mean, if you want to
22 ask -- I guess go ahead and ask your question and
23 Brian can answer. I'll still maintain the
24 objection on the record.

25 MR. CROSBY: The objection's fine in

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19 Q. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 MR. PADGETT: [REDACTED]

23 THE WITNESS: [REDACTED]

24 [REDACTED]

[REDACTED]

1 brick-and-mortar stores.

2 Q. I think I understand. Let me just clarify.
3 So at these Payday Loan locations, Atlanticus offered
4 products, or people had the ability to apply for
5 products. But as you sit here today, you don't know
6 whether that was the Aspire card or some other
7 product; correct?

8 A. Correct.

9 Q. But we concluded that relationship sometime
10 about late 2000?

11 A. Correct.

12 Q. So if, you know, consumer comes to CC Serve
13 for Aspire Bank and says, you know, hey, I want to
14 open a safety deposit box, that's not something that
15 CC Serve's able to do for him?

16 A. Correct.

17 Q. Let's take a look at Exhibit 6, please, Mr.
18 Stone.

19 (Exhibit 6 is marked for identification.)

20 THE WITNESS: Okay.

21 Q. (Mr. Crosby) As I understand it, this is --
22 I think the URL description at the bottom even says,
23 landing offer. So this is a landing page at the
24 aspire.com website for a potential customer to insert
25 their acceptance code; correct?

1 A. Correct.

2 **ATTORNEYS' EYES ONLY**

3 Q. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 A. [REDACTED]

8 Q. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 A. [REDACTED]

14 Q. [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 A. [REDACTED]

19 **END OF ATTORNEYS' EYES ONLY SECTION**

20 Q. And then they can go to this page and enter

21 that code, and I presume that starts the application

22 process?

23 A. Correct.

24 **ATTORNEYS' EYES ONLY**

25 Q. [REDACTED]

1

[REDACTED]

2

[REDACTED]

3

A. [REDACTED]

4

Q. [REDACTED]

5

[REDACTED]

6

[REDACTED]

7

A. [REDACTED]

8

****END OF ATTORNEYS' EYES ONLY SECTION****

9

Q. And do you know what those URLs are?

10

A. I do not.

11

****ATTORNEYS' EYES ONLY****

12

Q. [REDACTED]

13

[REDACTED]

14

[REDACTED]

15

MR. PADGETT: [REDACTED]

16

[REDACTED] [REDACTED]

17

[REDACTED] [REDACTED]

18

THE WITNESS: [REDACTED]

19

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7 Q. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17 **END OF ATTORNEYS' EYES ONLY SECTION**

18 Q. Let's take a look at Exhibit 7.

19 (Exhibit 7 is marked for identification.)

20 MR. PADGETT: Clint, as you move on, do you

21 want to take a break here or you do you want to

22 get through one more?

23 MR. CROSBY: Let's get through this one then

24 we're gonna try to change gears. So let's get

25 through this one. It won't take long, and then

1 Q. And as we kind of discussed before, if you
2 look down further there's a bolded line stating, the
3 Aspire credit card is issued by the Bank of Missouri,
4 St. Robert, Missouri; correct?

5 A. Correct.

6 Q. All right. Let's take a look at Exhibit 13.
7 (Exhibit 13 is marked for identification.)

8 Q. (Mr. Crosby) So this is a Notice of
9 Opposition filed by CompuCredit back in 2003. Do you
10 see that?

11 A. I do.

12 Q. Okay. And we can take a look on the second
13 page, paragraph 6 and 7, lists some trademarks and
14 trademark applications. Do you see those boxes there?

15 A. I do.

16 Q. Okay. And the first mark listed in paragraph
17 6 is the Aspire mark, and that's the registered mark
18 that's, you know, still in force, and is the subject
19 of the opposition that we're here about today;
20 correct?

21 A. Correct.

22 Q. Okay. And then the second mark listed there
23 is the Aspire diamond mark. It's my understanding
24 that mark is no longer in use; is that correct?

25 A. I don't know.

1 A. A service offered by our bank.

2 Q. Am I correct that not all banks offer credit
3 card services; correct?

4 A. Yeah. I -- I would think so, but I -- I
5 wouldn't know for sure.

6 Q. So it is a -- a credit card service is a
7 service that a bank can either offer or not offer at
8 its choice; correct?

9 A. Yes. But only a bank can offer.

10 Q. And by bank, you mean the scenario here where
11 the Aspire card, the offering bank is the Bank of
12 Missouri; correct?

13 A. Correct.

14 Q. So there has to be -- in order for there to
15 be credit, there has to be some funder behind that
16 credit; correct?

17 A. No. No, there -- there has to be a issuing
18 bank, a licensed bank. To offer a credit card, you
19 have to be a licensed bank.

20 Q. Okay. For the Aspire card, the second mark
21 listed under paragraph number 7, was Aspire card used
22 as a trademark by Atlanticus?

23 A. I don't know.

24 Q. And do you know if that mark is still
25 enforced today?

1 Q. (Mr. Crosby) Mr. Stone, do you know if
2 Atlanticus ever offered installment loans under the
3 supply for Aspire mark?

4 A. We did not.

5 Q. And so as indicated in Exhibit 14, that
6 application was never registered and became abandoned;
7 correct?

8 A. I believe so.

9 Q. Let's take a look at Exhibit 15.

10 (Exhibit 15 is marked for identification.)

11 Q. (Mr. Crosby) This is a web page from Aspire
12 Federal Credit Union. I believe they're in New
13 Jersey. Is this Aspire Federal Credit Union, is this
14 a licensee of Atlanticus?

15 A. It is not.

16 Q. Has Atlanticus granted this entity permission
17 to use the Aspire trademark?

18 A. No.

19 Q. Does Atlanticus see this as infringing use of
20 its registered Aspire trademark?

21 A. Yes.

22 Q. And has Atlanticus taken any action on that
23 perceived infringement?

24 A. Yes.

25 Q. And not telling me about any direct

1 communications with Counsel, but what actions has
2 Atlanticus undertaken?

3 A. They've been contacted, and I believe they've
4 agreed to stop the use of Aspire once some internal
5 work is done on their side.

6 Q. So there's some sort of agreement for that
7 credit union to stop using Aspire?

8 A. There is.

9 MR. PADGETT: Clint, to clean that up, not to
10 provide testimony, but I think you have the cease
11 and desist letter in our production that we sent
12 to this entity.

13 MR. CROSBY: I knew we had a C and D. Okay,
14 so it's -- okay.

15 MR. PADGETT: This is that entity. And they
16 are under a transaction whereby they will cease
17 being Aspire. So there's no formal written
18 agreement of any sort. There's a -- that's the
19 nature of it. I just wanted to let you know so
20 that it's clear.

21 MR. CROSBY: That's fine. Thank you.

22 Q. (Mr. Crosby) Mr. Stone, take a look at
23 Exhibit 16.

24 (Exhibit 16 is marked for identification.)

25 Q. (By Mr. Crosby) This is a web page from

1 another Aspire Credit Union. I believe these guys are
2 North Dakota. Is this Aspire Credit Union a licensee
3 of Atlanticus?

4 A. It is not.

5 Q. And does Atlanticus believe this use of
6 Aspire by Aspire Credit Union to be infringement of
7 its Aspire trademark?

8 MR. PADGETT: Object. I'm gonna object to
9 the -- making a legal representation --

10 MR. CROSBY: And I --

11 MR. PADGETT: -- based on this.

12 MR. CROSBY: No. And that's fine.

13 Q. (Mr. Crosby) And Mr. Stone, I'm not seeking
14 for you to make a legal determination of infringement
15 and those components. Speaking strictly in the
16 layman's terms of -- let's put it this way. Does
17 Atlanticus believe Aspire Credit Union's use of the
18 Aspire mark to be a, you know, violation of its -- by
19 its, I mean Atlanticus's trademark rights?

20 A. I have not seen this before, or seen it
21 anywhere in the marketplace, so I'm not -- I'm not the
22 one qualified to say whether the use of the word
23 Aspire is -- is in violation or not. If we -- if we
24 ran across it, I assume that we would C and D it like
25 we have in the past, but I have not seen it.

1 Q. Okay. So this one, at least as far as you're
2 concerned, you're not aware of Atlanticus having
3 evaluated this particular Aspire Credit Union for any
4 violation or not?

5 A. Correct.

6 Q. And let's take a look at Exhibit 17.

7 (Exhibit 17 is marked for identification.)

8 THE WITNESS: Yeah.

9 Q. (Mr. Crosby) This is an exemplar of another
10 Aspire bank. I think they're Aspire Crest Bank. Is
11 this bank a licensee of Atlanticus?

12 A. It is not.

13 Q. And does Atlanticus believe that this bank's
14 use of Aspire is a violation of Atlanticus's trademark
15 rights?

16 MR. PADGET: Same objection.

17 THE WITNESS: Same -- same answer as the
18 last. We have -- I haven't seen this before and I
19 don't know that we have evaluated it.

20 Q. (Mr. Crosby) Okay. So as you sit here
21 today, you're not aware of Atlanticus evaluating this
22 use of Aspire thus far?

23 A. Correct.

24 Q. Let's take a look at Exhibit 18.

25 (Exhibit 18 is marked for identification.)

1 Q. (Mr. Crosby) This shows the Aspire checking
2 product offered by Greater Nevada Credit Union. Is
3 Greater Nevada Credit Union a licensee of Atlanticus?

4 A. It is not.

5 Q. And does Atlanticus believe Greater Nevada
6 Credit Union's use of Aspire for its Aspire checking
7 product is a violation of Atlanticus's trademark
8 rights?

9 A. Again, same answer as the last.

10 MR. PADGETT: And the same objection. I'll
11 just let the object stand. I know, I think
12 looking ahead, we have a few of these.

13 MR. CROSBY: Yes, standing objection's fine.

14 MR. PADGETT: Thanks.

15 Q. (Mr. Crosby) Mr. Stone, just to clarify, to
16 your knowledge, this is not a use of Aspire that
17 Atlanticus has yet evaluated; correct?

18 A. Correct.

19 Q. And if we can take a look at Exhibit 19.

20 (Exhibit 19 is marked for identification.)

21 Q. (Mr. Crosby) This indicates Capital One's
22 use of Aspire cash, I guess, as part of the credit
23 card offering. Is Capital One a licensee of
24 Atlanticus?

25 A. They are not.

1 Q. And does Atlanticus view Capital One's use of
2 Aspire as part of its Aspire cash offering to be an
3 infringement of Atlanticus's trademark rights?

4 A. Again, same answer as the last.

5 Q. So this one's -- this Capital One's use has
6 not yet been evaluated by Atlanticus; correct?

7 A. Correct.

8 Q. And take a look at Exhibit 20.

9 (Exhibit 20 is marked for identification.)

10 Q. (Mr. Crosby) This is a landing page, I
11 believe, from Aspire Bank in I want to say North
12 Dakota. Has Atlanticus licensed Aspire Bank for this
13 use of Aspire?

14 A. No.

15 Q. And does Atlanticus believe this use of
16 Aspire and Aspire Bank to be a violation of
17 Atlanticus's trademark rights?

18 A. Same answer as the last one.

19 Q. Okay. So Atlanticus has not yet evaluated
20 this use of Aspire; correct?

21 A. Correct.

22 Q. Take a look at Exhibit 21, if you would,
23 please.

24 (Exhibit 21 is marked for identification.)

25 THE WITNESS: Okay.

1 Q. (Mr. Crosby) This indicates -- it looks like
2 Texell Credit Union is offering an Aspire card. Is
3 Texell a licensee of Atlanticus?

4 A. I don't think so.

5 Q. Do you believe them to be a licensee?

6 A. I do not.

7 Q. Okay. And does Atlanticus believe Texell's
8 use of Aspire to be a violation of Atlanticus's
9 trademark rights?

10 A. Same answer as the last.

11 Q. Okay. So like the last few, Atlanticus has
12 not yet evaluated this use of Aspire; correct?

13 A. Correct.

14 Q. Other than the one cease and desist letter
15 that we discussed earlier with regard to Exhibit 15
16 and Aspire Federal Credit Union, to your knowledge,
17 have any other cease and desist letters been sent, you
18 know, let's say within the last six months, regarding
19 Atlanticus's Aspire mark and alleged violation for
20 that mark?

21 A. I don't know.

22 Q. Let's go to Exhibit 22, Mr. Stone.

23 (Exhibit 22 is marked for identification.)

24 Q. (Mr. Crosby) These are CC Serve's objections
25 and responses to Apex Bank's first interrogatories.

1 (A recess was taken from 12:23 p.m. to 12:41
2 p.m.)

3 MR. CROSBY: All right. I think -- yes,
4 Santiago just went ahead and dropped off, so he's
5 no longer with us. Maybe we can go ahead and
6 shift gears at this point.

7 MR. PADGETT: Thanks, Clint. I appreciate
8 that. Kind of for the record, I mean, this
9 information is very competitively important for my
10 client, and so the fact that only attorneys on the
11 call is a, you know, dire circumstance.

12 MR. CROSBY: Yeah, I'm happy to work with you
13 to find a way that we can fix this today and not
14 have to redo a deposition. I'm sure Mr. Stone
15 appreciates that too, not to do this in two
16 rounds. So -- like most witnesses.

17 Melissa, are you ready?

18 THE REPORTER: Yes, sir.

19 By MR. CROSBY:

20 Q. So Mr. Stone, just clarifying some earlier
21 points. We were talking and you were talking about
22 credit card offerings and that credit cards can only
23 be, I think you said, offered by a bank; correct?

24 A. Correct.

25 Q. And as we sit here today, Atlanticus is not a

1 bank; correct?

2 A. Correct.

3 Q. Okay. So Atlanticus operates as a -- I mean,
4 is it a vendor or provider to, I guess, solicit and
5 service credit card services on behalf of a bank;
6 correct?

7 A. We're a program manager for banks.

8 **ATTORNEYS' EYES ONLY**

[REDACTED]

18 Q. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 MR. PADGETT: [REDACTED]
24 [REDACTED]
25 [REDACTED]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

MR. CROSBY: [REDACTED]

MR. PADGETT: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. CROSBY: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. PADGETT: [REDACTED]

[REDACTED]

THE WITNESS: [REDACTED]

[REDACTED]

[REDACTED]

Q. (Mr. Crosby) [REDACTED] [REDACTED]

[REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 A. [REDACTED]

8 Q. [REDACTED] [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

STATE OF GEORGIA:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the colloquy, questions, and answers thereto were reduced to typewriting under my direction; that the foregoing pages 7 through 114 represent a true, complete, and correct transcript of the evidence given.

The above certification is expressly withdrawn and denied upon the disassembly or photocopying of the foregoing transcript, unless said disassembly or photocopying is done under the auspices of Veritext and the signature and original seal is attached thereto.

I further certify that I am not related to or are of counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in any way interested in the result of said case.

This, the 18th day of March 2021.



Melissa M. Whitlock, CCR, CVR

**APEX BANK'S
EXHIBIT B**



UNITED STATES
PATENT AND TRADEMARK OFFICE

Printed Date : 09/19/2020

Term Id	Stage	Status	NCL Version	Type	TM5	Effective Date
036-117	Published	D - Deleted	10-2016	Services		01/01/2016

Class:

036 - Insurance and financial

Description:

Credit card services

Notes:

On 01-01-2016, this 04-02-1991 entry was deleted in compliance with the Nice Classification, Tenth edition, version 2016, effective 01-01-2016. Under Nice 10-2016, credit card services, debit card services, or other payment card services are indefinite and overly broad because the nature of the activity provided is unclear. The common name of the activity provided in connection with credit cards, debit cards, or the like should be specified, e.g., processing of credit card payments, in Class 36.

Version History:

Term Id	Class	Description	Status	Start Effective Date	End effective Date	TM5
036-117	036	Credit card services	A	04/02/1991	12/31/2015	

Revision History:

**APEX BANK'S
EXHIBIT C**

EXPRESS

Log In

< View All Cards

Check for Offers



Hilton Honors American Express Aspire Card

Your Passport to Elevated Travel

Annual Fee: \$450[Ⓜ]

New Card Member Offer

Earn 150,000 Hilton Honors Bonus Points

after you spend \$4,000 in purchases on the Card within your first 3 months of Card Membership.[†]

Apply Now

[♦ † ‡ Offer & Benefit Terms](#) [▫ Rates and Fees](#)

APR

15.74% to 24.74% variable APR on purchases.[Ⓜ]

We've Added Something Extra to Support You Right Now

MORE FLEXIBILITY ON FUTURE TRAVEL

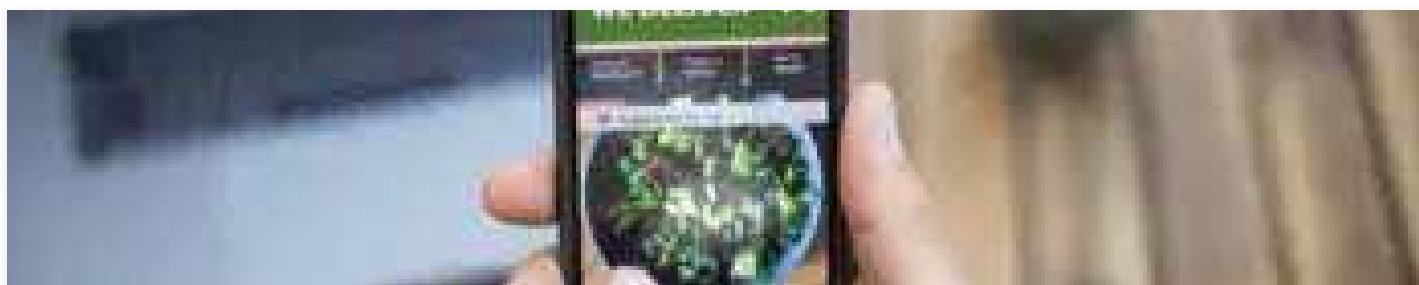
New Free Weekend Night Rewards issued through December 31, 2020 can now be used any night of the week (not just on weekends). And new Free Weekend Night Rewards issued from May 1 through December 31, 2020 will now be valid for 24 months (rather than 12 months) from the date of issuance.

Achieve Elite Status Faster

Bonus Points earned through eligible purchases on your card that post to your Hilton Honors account between May 1 and December 31, 2020 will be considered Base Points, which count toward elite tier qualification and Lifetime Diamond Status.

Terms Apply. [Learn more](#)

Featured Benefits



Get It Delivered & Earn Points

Earn 7X points when you place an order with your Card at U.S. restaurants.‡

Earn 14x Points on Hilton Purchases

You'll earn 14X Hilton Honors Bonus Points for each dollar of eligible purchases charged on your Card directly with a hotel or resort within the Hilton portfolio.‡

Earn 7x Points on Select Travel

You'll earn 7X Hilton Honors Bonus Points for each dollar of eligible purchases on your Card on flights booked directly with airlines or amextravel.com, and on car rentals booked directly from select car rental companies.‡

Earn 7x Points on Dining

restaurants.†

Earn 3x Points on Other Purchases

You'll earn 3X Hilton Honors Bonus Points for all other eligible purchases on your Card.†

Complimentary Diamond Status†

Enjoy complimentary Hilton Honors Diamond status with your Hilton Honors Aspire Card.†

Weekend Night Rewards

Enjoy one weekend night reward with your new Hilton Honors American Express Aspire Card and every year after renewal.†

Plus, earn an additional night after you spend \$60,000 on purchases on your Card in a calendar year.†

\$250 Hilton Resort Statement Credit†

Each year of Card Membership, get up to \$250 in statement credits on your Card Account for eligible purchases made directly with participating Hilton Resorts.†

Check if you Pre-Qualify for Offers with the Hilton Honors American Express Aspire Card

Find out if you Pre-Qualify for the Hilton Honors American Express Aspire Card or other offers in as little as 30 seconds.

[Check for Offers](#)

All Benefits

Travel



Shopping & Entertainment



Additional Services



PLAN IT[®]

Big Purchases Small Payments

Setting up a monthly plan for big purchases with Plan It[®] is simple:



Select a plan length



Pay no interest charges,[‡] just a fixed monthly fee shown upfront



Relax, knowing exactly how much you'll pay each month[‡]

Apply today and get a decision in as little as 30 seconds.



Apply Now

- ◆ ‡ † Offer & Benefit Terms
- Rates and Fees

More from

AMERICAN EXPRESS

Compare the Hilton Honors Aspire Card to Other Cards



Expect More From Your Stay with the Hilton Honors Surpass Card

[Learn More](#)

- > [Browse Card Categories](#)
- > [About](#)
- > [Products & Services](#)
- > [Links You May Like](#)
- > [Additional Information](#)

 [United States](#) [Change Country](#)



[Terms of Service](#) | [Privacy Center](#) | [AdChoices](#) | [Security Center](#)

All users of our online services subject to Privacy Statement and agree to be bound by Terms of Service. Please review.

© 2020 American Express Company. All rights reserved

**APEX BANK'S
EXHIBIT D**



Business Banking (/business-banking/)

ACU
Business
Services
Team
(/business-banking/acu-business-services-team/)

Business
Accounts
(/business-

Business Banking (<https://www.youracu.org/business-banking/>) > Resources (<https://www.youracu.org/business-banking/resources/>) > Aspire for Business

Aspire for Business

Grow your business with ACU Aspire

Aspire Lifestyle Lending, powered by ACU, is the perfect solution to help consumers manage out-of-pocket expenses. Aspire provides on-the-spot financing with a Visa credit card or personal loan that helps your clients keep moving forward without delaying appointments or treatment.

[banking/business-accounts/](#)

[Business Credit Cards \(/business-banking/business-credit-cards/\)](#)

[Business Loans \(/business-banking/business-loans/\)](#)

[Business News \(/category/business-news/\)](#)

[Cash Management \(/business-banking/cash-management/\)](#)

[Resources \(/business-banking/resources/\)](#)

[Aspire for Business \(/business-banking/resources/aspire-for-business/\)](#)

[Tell Us Your Story \(/business-banking/resources/tell-](#)

Aspire saves you time, money, and has no hidden fees. Once your customer is approved for financing, ACU pays you directly so you don't have to wait on your funds. We provide flexible financing options for your customers and patients so there is no delay in treatment or services.

By partnering with ACU, you are keeping your clients moving forward. ACU is a not-for-profit, member-owned financial cooperative and all accounts are opened and serviced locally.

Schedule a demo to learn more, or contact us using the form below.



Aspire Lending Options

Personal Loan

- Speedy approvals
- Terms up to 60 months
- Receive your funds on the same day with ACU Business Checking, otherwise, receive funds in up to two business days

us-your-
story/)

Commercial
Insurance
Services
(/business-
banking/commercial-
insurance-
services/)

- With terms up to 60 months and fixed rates between 5.99% APR and 8.99% APR, your customers can pay over time. For example, a \$5000 procedure with 6.99% APR is \$99 per month for 60 months.

APR = Annual Percentage Rate.

Aspire Visa Credit Card

- Speedy approvals
- Receive your funds on the same day with ACU Business Checking, otherwise, receive funds in up to two business days
- Low Credit Union Rates

Aspire Home Improvement Loan

- Speedy approvals
- Loans up to 180 months
- Up to \$25,000

Aspire Frequently Asked Questions

Is Aspire easy for my practice/company to use?



How do my customers and patients apply for an Aspire loan?



Does Aspire provide support?



How does my business/practice get paid?



What if my customers or patients don't pay their bills?



How will my customers know about their option of Aspire Lifestyle Lending?



Contact an Aspire Lifestyle Lending Representative Today!

SUBMIT

Local: 253.964.3113

Toll Free: 866.968.7128

Mortgage: 253.591.6871

Routing Number

325180634

Address

P.O. Box 5060

DuPont, WA 98327-5060

Find a branch or ATM (<https://www.youracu.org/locations/>)

Our Story (<https://www.youracu.org/our-story/>)

Business Banking

(<https://www.youracu.org/business-banking/>)

Investing

(<https://www.youracu.org/investing/>)

Join Us (<https://www.youracu.org/join-us/>)

Personal Banking

(<https://www.youracu.org/personal-banking/>)

Careers (<https://www.youracu.org/our-story/employment/>)

Disclosure & Terms

(<https://www.youracu.org/disclosure-and-terms/>)

Electronic Banking Services Agreement

(<https://www.youracu.org/disclosure-and-terms/>)

Privacy Policy

(<https://www.youracu.org/disclosure-and-terms/>)

Security (<https://www.youracu.org/security/>)

NMLS Listing (<https://www.youracu.org/wp-content/uploads/2020/05/NMLSID-05.19.20.pdf>)

Connect With Us

CONNECT WITH US

(https://www.linkedin.com/company/americas-
 (https://www.facebook.com/youracu?
 ref=nonunion)(https://www.instagram.com/youracu)

Copyright © 2020 America's Credit Union



(https : / / w w w . n c u a . g o v /)
 (https : / / w w w . h u d . g o v / p r o g r a m _ o f f i

**APEX BANK'S
EXHIBIT E**



[Credit Cards \(/credit-cards/compare/\)](#)

[Why Capital One? \(/alwayswithme/makingiteasier/\)](#)

[Français](#)

[Sign in \(/sign-in/\)](#)

Cash back with no annual fee? Now that's rewarding!

★★★★★ 4.3/5

[Read 498 Customer Reviews†](#)



Aspire Cash™ Platinum
Mastercard®

\$0

Annual Fee

19.8%

[Annual Interest Rates](#)

1%

Cash Rewards for Every \$1 Spent¹

Ap



Top features at a glance:

- 1% cash rewards for every \$1 on all purchases
- There's no limit to the amount of cash rewards you can earn
- Cash rewards don't have an expiry date

[See Card Benefits.](#)



Redeem with ease.

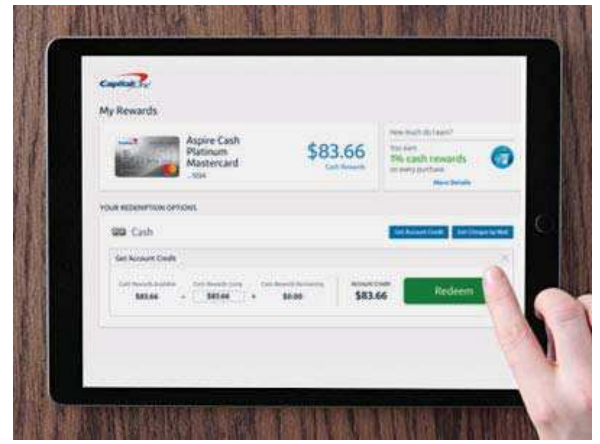
Redeem cash r



[your way. \(/credit-cards/aspire-cash-platinum/\)](#)

[Apply Now](#)

It's so easy to redeem your rewards – just two clicks, and you're done. Get your rewards the way you want them, as a cheque or a statement credit. You can redeem as often as you like, for as much or as little as you want.



The cash back on this card allows me to save for a vacation every year.

Renaud
— Capital One Customer



Ratings and Reviews

★★★★★ 4.3/5

[Read 498 Customer Reviews](#)[†]

We focus on providing our customers with effortless experiences.



[\(credit-cards/aspire-cash-platinum/\)](https://www.capitalone.com/credit-cards/aspire-cash-platinum/)

[Apply Now](#)

Earn

Manage

Protect

and enjoy your cash rewards in your account effortlessly, with built-in security.



Redemption made simple.

Cheque or statement credit? You choose how you want your cash rewards. Plus, you can redeem as often as you like.

Maximized earning.

Add an authorized user for \$0 and earn even more with their purchases – there's no limit to the amount of cash rewards you can earn.

This card offers a suite of convenient benefits.

Everyday Benefits

- Price Protection Service
- Purchase Assurance
- Extended Warranty

[See More Details](#) 

Travel Benefits

- Common Carrier Travel Accident Insurance
- Car Rental Collision/Loss Damage Waiver
- Baggage Delay
- Travel Assistance

[See More Details](#) 

Mastercard Benefits

- Mastercard Global Service™
- Zero Liability

[See More Details](#) 



[Download the Certificate of Insurance for this Card \(3.25 MB PDF\).](#)

[\(./assets/pdf/2f11c24e-5e57f99023ef181f482a4302971157-21/Yc- Benefits.pdf\)](#)



[Apply Now](#)

[Download the Cardholder Agreement \(effective for new customers as of May 20, 2019\) \(138 KB PDF\).](#)

[Legal](#) 



(/).

About Us

[About Capital One](#)
(/about/corporate-information/).
[Careers](#)
(https://www.capitalonecareers.

Legal

[Terms of Use](#) (/about/terms-of-use/).
[Privacy](#) (/privacypolicy/).
[AdChoices](#)
(/privacypolicy/#oba).

Learn More

[Contact Us](#) (/contact-us/capitalonecards/).
[FAQ](#) (/help/credit-card-help/).
[Mail Offer](#)
(https://applynow.capitalone.ca/your-card?lang=en-CA).

Online Banking

[Sign in](#) (/sign-in/).

Capital One is a registered trademark of Capital One Financial Corporation, used under license. All trademarks used herein are owned by the respective entities.

© 2019 Capital One. All rights reserved.



[\(/credit-cards/aspire-cash-platinum/\)](#).

[Apply Now](#)

**APEX BANK'S
EXHIBIT F**

Aspire Visa Gold®



Columbus Bank & Trust Company Credit Cards

Where you're headed, the streets are "paved with gold." Let the Aspire Visa Gold card help you get there with the added benefits of additional travel accident insurance, extra warranty protection on purchases made with your Aspire Visa Gold card and auto rental insurance.* *Certain restrictions, limitations and exclusions apply.

Credit Target	Type	Annual Fee	BT Intro APR	Purchase Intro APR	Regular APR	Rewards
Poor Credit	Personal	\$150*	N/A*	N/A*	19.75%*	None

Important Notice: This Columbus Bank & Trust Company credit card is no longer available, or we are no longer authorized by the bank to provide information about this card. We are displaying limited archived data. Some information may be incomplete, inaccurate or missing. We apologize for the inconvenience. Here are some of the most popular cards on Finance Globe:



[Apply Now](#)



[Apply Now](#)



[Apply Now](#)



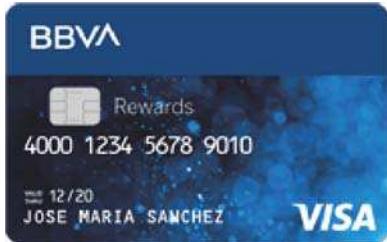
Apply Now



Apply Now



Apply Now



Apply Now



Apply Now



Apply Now



Apply Now

Aspire Visa Gold® Quick Summary:

This Visa offer is issued by Columbus Bank & Trust Company. This card is intended for consumers, or "personal use" with poor or limited credit histories. The issuer may expect recent or past flaws in your credit report. Rates may vary among applicants, however the lowest standard APR is 19.75%* (Variable)*.

Important Rates:

There is not an introductory APR for this card, so the lowest or standard rate may apply immediately or after the grace period for eligible purchases. There is an annual fee of \$150** for this card.

Rewards:

This is not a rewards card. It is normal for cards for fair and poor credit histories to not offer rewards.

Credit Record Needed:

Based on the FICO score recommendation, the issuer may expect applicants with troublesome credit

histories. A FICO credit score of 376 is recommended for a higher chance of approval, but this is not required. There are a number of other factors that this issuer may also consider when making decisions for approval. While your FICO score is usually a very important factor, you may want to consider other areas that may affect a decision for approval. For example, your debt to income ratio, recent credit inquiries, 30+ day delinquencies, or current credit accounts nearing the maximum amount may affect a credit decision.

FICO scores/credit scores are used to represent the creditworthiness of a person and may be one indicator to the credit type you are eligible for. However, a credit score alone does not guarantee or imply approval for any Columbus Bank & Trust Company product.

Other Basics:

The grace period listed for the Aspire Visa Gold® is at least 25 days*. So interest charges will not be applied for new purchases during this time if balance is paid in full by the due date. Be aware that some issuers will begin charging interest on cash advances and balance transfers on the transaction date.

This card contains the brand of Visa, where acceptance is global. Most businesses that accept credit cards will accept Visa as a form of payment (subject to available credit).

Rewards and Benefits:

- 30 second online response
- Rebuild your credit
- No security deposit
- Accepted at more than 29 million locations
- Account access & online payment
- Special deals for cardholders

Other Remarks:

Account opening fee: \$29.50**

**These fees will be billed to your account.

Certain accounts that you qualify for may have an Annual Fee. The on-line application is for either the Gold or Blue card offers.

Approval Rate:

There was 1 person that reported the application status to us after applying. The applicant was approved. Helpful qualification information, including credit scores, rates, household income and more was reported.

There have been no approvals in our internal system that we can calculate for this card. This could be due to lack of time that this card has been listed at Finance Globe or from other various factors. As we gain more information about the approval rates, we will update them here. Furthermore, if your FICO score is close to or higher than 376, then your chance of approval may be even greater.

Approval Time:

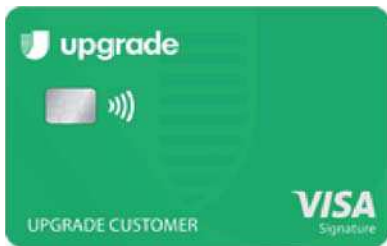
Great news for applicants that do not want to wait on a application status. This card offer may give instant approval decisions. Remember, this may not be true in all cases, where application information may not be complete, questionable or for other reasons. When applying on-line, the system will normally show your approval status shortly after submitting your application. Credit cards normally take 1 or 2 weeks to arrive after your application is approved.

Community Opinion:

Based on community reviews, we found that 69% of 16 users recommend this card.

It's fast and easy to compare card offers by the criteria you require. That way you get the best card for your needs. Find more credit cards.

You may also be interested in these offers:



[Apply Now](#)



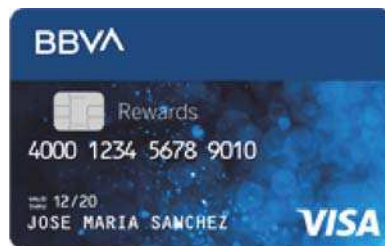
[Apply Now](#)



[Apply Now](#)



[Apply Now](#)



[Apply Now](#)

Credit Cards

[Credit Card Database](#)

[Credit Card Reviews](#)

[Credit Status Database](#)

[Balance Transfer Wizard](#)

[Score Match](#)

Finance Tools

[Financial Calculators](#)

[Super Finance Glossary](#)

[Blogs](#)

[Credit Reports](#)

* See the online bank credit card application for details about terms and conditions of offers. When you click on the "Apply Now" or "Learn More" button, Finance Globe is connecting you to the offer or 3rd party website.

¹ Advertiser Disclosure: Please see the credit card application for details about the offer as well as the terms and conditions. Reasonable efforts are made to maintain accurate information. However all credit card information is presented without warranty. This content is not provided or commissioned by the credit card issuer. Opinions expressed here are author's alone, not those of the credit card issuer, and have not been reviewed, approved or otherwise endorsed by the credit card issuer. This site may be compensated through the credit card issuer Affiliate Program.



[About Us](#) [Privacy Policy](#) [Terms of Use](#) [Sitemap](#) [Contacts](#)

**APEX BANK'S
EXHIBIT G**



You matter, and we can help.

Our mission is to build relationships and cultivate your financial wellness, empowering you to focus on what matters. If you're struggling with financial hardships, you're not alone. We're here for you. With Kalsee's confidential Aspire Financial Counseling program, we'll help you gain control of your finances through budgeting and credit education, debt consolidation, loan modifications, and more.

If you struggle with any of these situations, we can help:

- Cash advance loans or payday lending
- Bad or no credit
- Negative account balances and overdraft fees
- Medical debt
- Delinquent loans
- Loss of income
- Wage garnishments
- Student loan debt
- Or whatever your unique financial situation may be

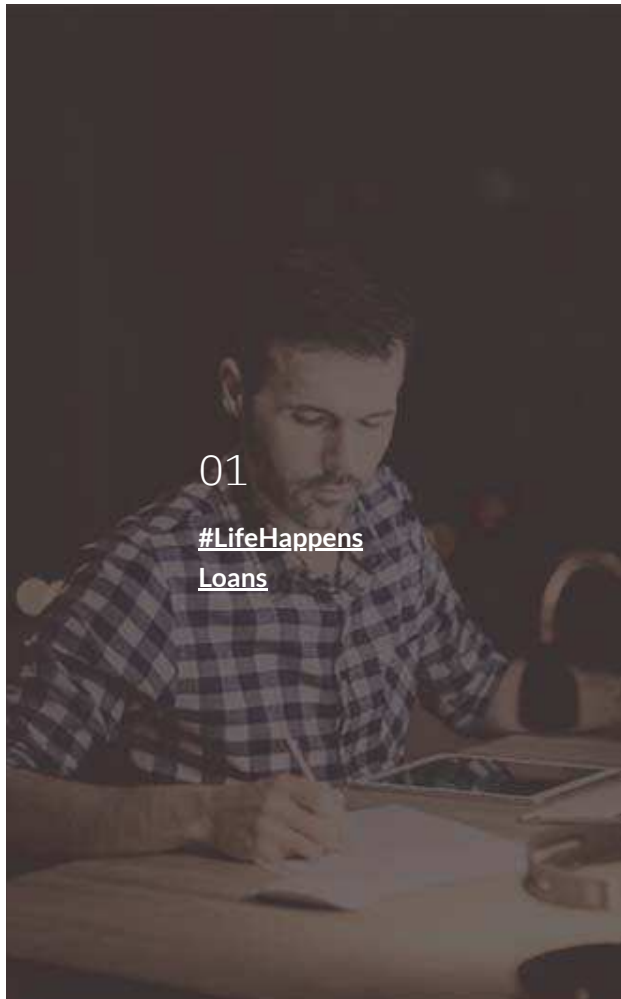
You have the power to manage your way out of financial difficulties with a personalized, workable plan that fits your unique needs and that we'll create together. We'll be with you every step of the way. [Please contact us today.](#)





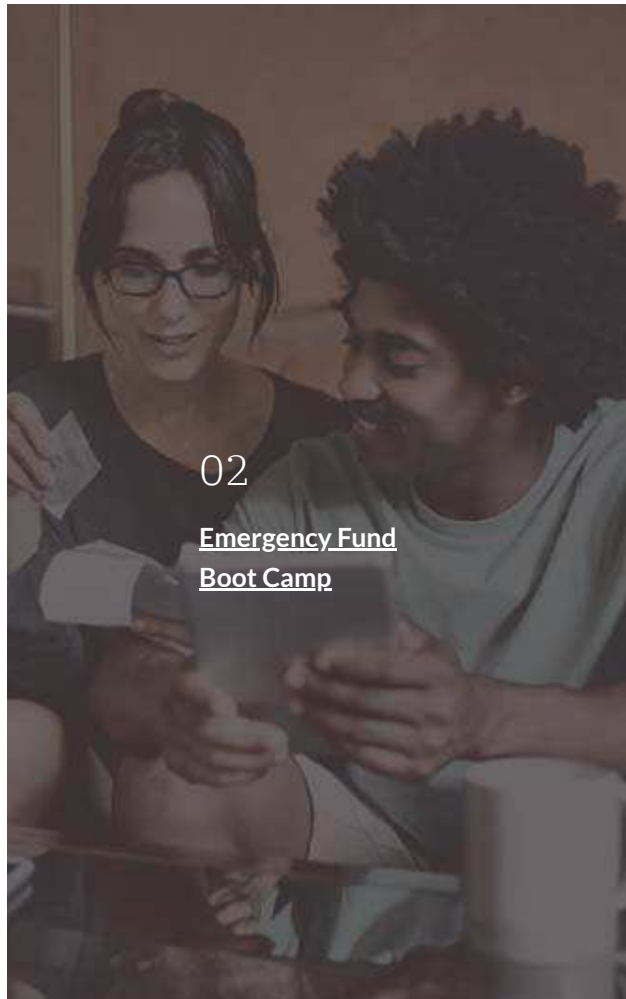
jpg

More To Explore



01

#LifeHappens
Loans



02

Emergency Fund
Boot Camp



Just Getting By | Meet Lynette, Kalsee Credit Union

02:14

"[After a difficult divorce] I was left with the responsibility of parenting three young kids by myself and working full time. My finances were in shambles. There were times that I would come home and not know whether or not there would be electricity or water. [To deal with payment of bills] seemed to take more than I had at the end of the day. I was skeptical whether or not [Melissa] would be able to help and very hesitant to trust anyone [with my financial troubles]. There was no judgment, and she [helped me tackle] each bill head on one at a time. Melissa and the staff at Kalsee have assisted me in rebuilding my credit and self-confidence. My credit score is improving steadily. What I had previously thought was an insurmountable task has now become a reality. Melissa has believed in me when I didn't believe in myself. THANK YOU is not even close to being enough!"



Melissa Mullins

State Licensed Credit Counselor

269.382.7821

Doing what she loves since 1986, Melissa's true passion lies in making a difference in people's lives and helping them achieve financial success and happiness. With an undergraduate degree from MSU in Family Financial Advising, a Master's from WMU in Finance, and a state credit counselor certification, Melissa is a unique resource for Kalsee members. Melissa volunteers with the Michigan Credit Union League's Southwest Chapter of Credit Unions as Education Director and a Financial Educator, and the Vicksburg Boosters. By building relationships with Kalsee members and cultivating their financial wellness, she aspires to be the change that she wishes to see in the world.

[REQUEST AN APPOINTMENT](#)





How Do I...

Make my Loan or Credit Card Payment? +

Guard Against Identity Theft? +

Find a Branch and ATM? +

Change My Address? +

Don't see your question listed?

[Visit our FAQ page.](#)

Back to top



[Fee Schedule](#) [Privacy Policy & Disclosures](#) [Locations & ATMs](#)



© 2020 Kalsee Credit Union **jha** Routing #272481855

Equal Housing Opportunity

Insured by NCUA

Banco Monitor™
Verified: Sep 19, 2020



**APEX BANK'S
EXHIBIT H**



Credit Card Agreement and Account Opening Disclosures

Interest Rates and Interest Charges	
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for using a credit card, visit the website of the Consumer Financial Protection Bureau at www.consumerfinance.gov/learn-more .
Fees	
Annual Fee	None
Transaction Fees	
• Balance Transfer	3% of the amount of each eligible transfer made within 90 days of account opening. Otherwise, none.
• Cash Advance	None
• Foreign Transaction	None
Penalty Fees	
• Late Payment	Up to \$25
• Returned Payment	Up to \$15

Employees Credit Union of Maryland, Incorporated (SECU).

1. RESPONSIBILITY: If we issue you a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, authorized users you designate, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Each of you who has signed the application is individually and jointly obligated for all payments due under this agreement. You agree to use the account only for personal, family, household or charitable purposes. You will not use this account for any illegal transactions. Notice to any Account owner is considered notice to all Account owners.

2. LOST CARD NOTIFICATION: If you believe your card, convenience checks and/or Personal Identification Number (PIN) has been lost or stolen, you will immediately call us at 410-487-7328 or 1-800-879-7328, Monday through Friday, 8:00 a.m. to 5:00 p.m. During evenings, weekends and holidays, call 1-800-299-9842.

3. LIABILITY FOR UNAUTHORIZED USE: You understand that you may not be liable to SECU for any card transactions resulting from the loss, theft or other unauthorized use of the card that occurs prior to the time you notify SECU in accordance with Federal Law.

4. CREDIT LINE: If we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved credit line. Each payment you make on the account will restore your credit line by the amount of the payment applied to the principal. You may request an increase in the amount of your credit line by written application or oral communication to us. It must be approved by our loan office. By giving you written notice, we may reduce your credit line from time to time, or with good cause, revoke your card and terminate this agreement. Good cause includes your failure to comply with the agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must surrender all cards and convenience checks upon our request.

5. CREDIT INFORMATION: You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing to the extent authorized in our bylaws.

6. MONTHLY PAYMENT: We will mail you a statement every month showing your previous balance of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit line, the new balances of purchases and cash advances, the total new balance, the FINANCE CHARGE due to date and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the minimum payment required or pay the total new balance in full and you will reduce the FINANCE CHARGE by doing so. The minimum payment will be either: (a) 2.5% of your total new balance or \$20, whichever is greater; or (b) your total new balance if it is less than \$20 plus any portion of the minimum payment shown on prior statements that remains unpaid. In addition, at any time your total new balance exceeds your credit line, you must immediately pay the excess upon our demand. We will apply

your payments first to balances with the highest annual percentage rate and any remaining portion to other balances in descending order based on the applicable annual percentage rate. However, if you pay by check, the amount of your payment may not be applied to your available credit line for such period of time as we reasonably determine is necessary to ensure that your check is honored. We may also allow you to skip a payment. If we do, we will notify you in advance of this option. If you choose to skip a payment when offered, we will continue to assess FINANCE CHARGES. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your financial institution. We reserve the right to accept payments made in foreign currency. If we do, we will select the currency conversion rate at our discretion.

7. IRREGULAR PAYMENTS: We reserve the right to accept late payments or checks and money orders marked "payment in full" without any prejudice to our rights under this agreement. If a check is presented for payment before the date you write on the check or the check is not dated, we have the right to process the check for payment or return it unpaid. You will hold us harmless for any action in payment or non-payment of the check.

8. FINANCE CHARGES: Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. If you do not pay the total new balance for purchases by the due date, FINANCE CHARGES will be imposed on the unpaid purchase balance from the first date of the last billing cycle and on new purchases from the day they are posted to your account. For cash advances and balance transfers, FINANCE CHARGES will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account. We figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). The APR and daily periodic rate are provided on your welcome letter, incorporated herein and made a part hereof.

To get the "average daily balance" for purchases we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. Fees are not included in the calculation of the average daily balance. FINANCE CHARGES will continue to accrue on your account until what you owe under this Agreement is paid in full.

9. FINANCE CHARGES: Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. If you do not pay the total new balance for purchases by the due date, FINANCE CHARGES will be imposed on the unpaid purchase balance from the first date of the last billing cycle and on new purchases from the day they are posted to your account. For cash advances and balance transfers, FINANCE CHARGES will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account. We figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions).

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)".

Balance Transfers: Balance transfer offer expires 90 days after account opening. Eligible transactions include transfers from non-SECU accounts only. Total value of transfers cannot exceed your credit limit. SECU sends either full or partial payment to your creditors in the order you list them. Allow at least two weeks from submitting the balance transfer request for processing. Continue paying each creditor until the transfer appears as a credit.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided herein.

Variable APRs Based on Prime. The APR will be equal to the Prime Rate Plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each Billing period we use the Prime Rate published in the Wall Street Journal on the last day of each calendar month of each year. If Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If the Wall Street Journal does not publish the Prime Rate, we will use a similar published rate. The maximum APR will not exceed 24%.

APR for Purchases. It equals the prime rate plus 8.24%; plus 9.24%; plus 11.24%; plus 14.24%; or plus 16.24% depending on your credit worthiness.

APR for Cash Advances plus Balance Transfers: It equals the prime rate plus 8.24%; plus 9.24%; plus 11.24%; plus 14.24%; or plus 16.24% depending on your credit worthiness.

Effect of APR Increases: If an APR increases, interest charges increase.

In this agreement, the words "you" and "your" mean each person who has signed the application for the card. "Card" means the SECU VISA Platinum Credit Card, SECU VISA Platinum ScoreCard™ Credit Card, or the SECU VISA Student Credit Card, as the case may be, and any duplicates and renewals we issue. "Account" means your VISA Credit Card line of Credit account with us. "We", "us" and "ours" mean State

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	SECU Aspire Student Visa® Card 0% Introductory APR for the first 12 months following the opening of your account. After that, your APR will be 14.24% . This APR will vary with the market based on the Prime Rate. For additional SECU Visa® Card rates, please visit secumd.org/visa .
APR for Cash Advances	SECU Aspire Student Visa® Card 14.24% when you open your account. After that, your APR will vary with the market based on Prime Rate. For additional SECU Visa® Card rates, please visit secumd.org/visa .
APR for Balance Transfers	SECU Aspire Student Visa® Card 0% Introductory APR for the first 12 months on eligible balance transfers requested within 90 days of account opening. After that, your APR will be 14.24% . This APR will vary with the market based on the Prime Rate. For additional SECU Visa® Card rates, please visit secumd.org/visa .

The APR and daily periodic rate are provided on your welcome letter, incorporated herein and made a part hereof.

To get the "average daily balance" for purchases we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." To get the daily balance for cash advances, new cash advances are added to the day's beginning balance and payments and credits are subtracted. Fees are not included in the calculation of the average daily balance. FINANCE CHARGES will continue to accrue on your account until what you owe under this Agreement is paid in full.

THE CONDITIONS UNDER WHICH ANY OTHER CHARGES MAY BE IMPOSED: These charges will be added to your purchase balance.

- a. **DISHONORED CHECK** – A fee of up to \$15.00 may be imposed if payment is made with a check that is dishonored on the second presentment.
- b. **RESEARCH CHARGE PER ITEM** – A \$6.00 fee will be charged to your account if you request a copy of a sale or cash advance draft that is not part of a chargeback or fraud claim. This fee will also apply to each statement request.
- c. **ADDITIONAL CARDS** – We will issue up to four (4) cards at no cost. Rush requests are \$25.00 per request.

11. DEFAULT: You will be in default if you fail to make a minimum payment within 25 days after your monthly statement closing date. You will be in default if you break any promise you made or any security agreement made in connection with an advance. You will be in default if you die, file for bankruptcy, or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will also be in default if something happens that we believe may substantially reduce your ability to repay what you owe. When you are in default we can demand immediate payment of the entire amount you owe without giving you advance notice. You will also be required to pay our collection expenses, including court costs and an additional sum equal to 20% of the aggregate of the principal and interest due if your account is referred to an attorney at law or collection agency for collection. You authorize us to submit payroll deduction requests, when available, from your wages, salary or pension to the State of Maryland or other employer agency for any amounts in default without additional authorization.

12. DELAY IN ENFORCEMENT: We can delay enforcing any right under this agreement without losing that right or any other right.

13. SEVERABILITY: If any provision of this agreement is held invalid, all provisions that are severable from the invalid provision remain in effect.

14. ACCESSING THE ACCOUNT: To make a purchase or cash advance there are three alternatives. (a.) Present the card to a participating VISA® plan merchant, to us or to another financial institution. Then sign the sales or cash advance draft that has been imprinted or swiped with your card information. (b.) Complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to the VISA system. (c.) Issue a convenience check for the payment of goods, services or cash. You will retain the copy of such slips furnished at the time of the transaction to verify the monthly statement. SECU may charge a reasonable fee for photocopies of slips you request.

15. CARD RENEWAL: Cards are issued with an expiration date. We have the right not to renew your card for any reason.

16. RETURNS AND ADJUSTMENTS: Merchants and others who honor the card may give credit for returns or adjustments and they will do so by sending us a credit which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if \$1.00 or more, refund it on your written request or automatically after 6 months.

17. FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign

countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate for transactions in foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date.

18. PLAN MERCHANT DISPUTES: We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) as set forth herein under, "Special Rules for Credit Card Purchases." You must resolve any other disputes directly with the plan merchant. We may limit the dollar amount and/or the number of transactions which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve transactions which cause the balance to exceed your credit line without waiving any of our rights to this Agreement.

19. SECURITY INTEREST: Except for real estate loans, collateral securing other loans with SECU may also be used to secure this VISA account. If you have any other loans from SECU, or take out other loans with SECU in the future, collateral securing those other loans will also secure the obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if SECU has or later acquires a security interest in the household goods or a mortgage on the dwelling. You have given a Consensual Security Interest incorporated by reference herein, in your SECU Savings or Money Manager account, as security for any advances to you or on your behalf on any SECU VISA Credit Card, excepting those accounts that have an adverse tax consequence.

20. CASH ADVANCES: Cash advances can be obtained through an ATM, convenience checks, SECU branches and other financial institutions. Upon your written direction or through SECU's website, cash advances may be made against your VISA account and applied to any of your SECU share accounts, or other accounts in the same manner as if the cash advance were paid to you. Deposit of the cash advance to any of your SECU accounts obligates you to the repayment of the cash advance per this Agreement.

21. BALANCE TRANSFER(S): Balance Transfers are treated as a cash advance. Finance charges for balance transfers will begin to accrue from date of the transaction and continue to accrue until payment in full is credited to your account. Total value of transfer request(s) cannot exceed credit line and/or credit availability whichever is less. SECU sends either full or partial payment to your creditors in the order you list them. Allow at least 2 weeks from request date for processing of the balance transfer. Continue paying each creditor until the transfer appears as a credit. Do not transfer any disputed purchase or charge because you may lose dispute rights.

22. EFFECT OF AGREEMENT: This agreement is the contract that applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms. We may amend this agreement from time to time by sending you the advance written notice required by Federal and State law. Your use of the card after the effective date of the amendment will indicate your agreement to the amendment.

23. GOVERNING LAW: This agreement is governed by the Annotated Code of Maryland, Financial Institutions Article, Title 6 and the Annotated Code of Maryland, Commercial Law Article, Title 12, Subtitle 9 and applicable federal law or regulation.

24. VISA STATEMENTS AND NOTICES: On a regular basis, you will receive a statement showing all transactions for this account during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given SECU in writing. Notice to any one of you will be notice to all.

25. How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)".

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided herein.

26. COPY RECEIVED: By signing, using or accepting the SECU VISA card, you acknowledge receipt of this Agreement and agree to terms herein.

27. STOP PAYMENT: If before a Balance Transfer or Convenience Check drawn on your Account has been honored, you notify us not to pay it, we will stop payment on the check. You must send us a written and signed stop payment order which states the number, payee, amount, and date of the check on which payment is to be stopped. We may disregard any such order six months after our receipt unless you renew it in writing.

28. CLOSING YOUR ACCOUNT: You can cancel or close your Account by writing to us at SECU, 971 Corporate Blvd., Linthicum, MD 21090. Your notice becomes effective within five days after we receive it. If you cancel your Account, you must pay everything you owe us, including any amounts owed but not yet billed to you if you wish to avoid paying a FINANCE CHARGE on the outstanding balance. If you do not pay us immediately, outstanding balances will continue to accrue FINANCE CHARGES and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused Transfer and/or Convenience Checks to us.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your VISA statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at SECU, 971 Corporate Blvd., Linthicum, MD 21090. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at 410-487-7328 (Baltimore Metro Area) or (Toll Free) 1-800-879-7328, but doing so will not preserve your rights. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item in question.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question and we cannot report you as delinquent. We can continue to send statements to you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay the questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we didn't make a mistake, you have to pay FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your account. We must tell you the name of anyone we reported you to, and we must tell anyone we reported you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES If you have a problem with the quality of property or services that you purchased with your credit card, and you have tried in good faith to correct the

problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- a. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. The purchase must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

BUSINESS DAYS/HOURS

Business days are Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 9:00 am to 1:00 pm.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

- You may use your card to:
- a. Pay for purchases at places that agreed to accept the card.
 - b. Obtain cash advances from our ATMs or at any ATM displaying the VISA logo in conjunction with your PIN.
 - c. Obtain cash advances from any financial institution that has agreed to accept the card.

There is no limitation on the frequency of cash withdrawals you may make from our ATMs except that:

- a. You may not make any cash withdrawals that would result in an outstanding account balance in excess of your credit limit; and
- b. You may only make a total of \$300 in cash advance withdrawals per day with a minimum of \$10.00.

CIRCUMSTANCES IN WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or transfers that you make:

- a. When it is necessary for completing transfers, or
- b. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. To comply with government agency or court orders, or
- d. If you give us your written permission.

YOUR RIGHTS TO RECEIVE DOCUMENTATION OF TRANSACTIONS

- a. You can get a receipt at the time you make any cash advance using one of our automated teller machines.
- b. You will get a monthly account statement unless there are no transactions in that particular month and your balance is zero.
- c. You may also receive a statement if there is an amendment to terms.

**APEX BANK'S
EXHIBIT I**

[LOBBY CHECK-IN](#)[LOG IN](#)[MENU](#)

Aspire Card

Need to build or reestablish your credit history? Texell's Aspire card is a great place to get you started in the right direction.

Benefits of Aspire

- Fully or partially secured card that helps build or reestablish your credit
- No annual fee
- No over-limit fee or default APR*
- Cash advance fee of only \$8 regardless of amount

[Get Approved](#)[Credit Assessment Calculator](#)

*APR is annual percentage rate. Rates, terms and conditions are subject to change and may vary based on creditworthiness and qualifications.

[Credit Card Disclosure](#)

[Disclosures and Complaints](#) | Routing Number 311989250 | NMLS #460152



© 2020 Texell Credit Union. Insured by NCUA.

APR = Annual Percentage Rate & APY = Annual Percentage Yield



**APEX BANK'S
EXHIBIT J**



JOIN NOW

APPLY FOR LOAN

LIVE CHAT



Give us a call: 732-388-0477

Sea

ACCESS MY MONEY ▾ | ASPIRE TO... ▾ | BANKING ▾ | LOANS ▾ | CREDIT CARDS ▾ | RATES ▾ | RESOURC

● Annual Meeting 2020

Online Loan Payment

Show Your Home Some Love

Back to School Loan

New Car Shopping



Our A
for S
busin
electi
Nomi
nomi
vacar
other
be nc
petiti
infor
Annu
parti
nomi
inclu

Request for Product Information



First Name*

Last Name*

Phone*

Em



How Can We Help?



LIVE Chat 



Find an ATM or Branch

Live Chat

9AM-5:15PM
Monday-Friday

[Live Chat](#)



My CU Online

Access your accounts

[Login](#)

My Credit Card Online

[Login](#)



Important Numbers: Routing #

Member Contact Center
732-388-0477

Loan Hotline
1.855.MY CU LOAN
1.855.692.8562

Call24: **732-388-0477**

Dream BIG! Blog Recent Post

Equifax Data Breach

Equifax is a consumer credit reporting agency which collects personal information for reporting services. Recently, Equifax announced a breach that may have affected millions of people. The affects of this breach may result in identity theft, fraudulent...

[Read More](#)

Client Testim



I am a member of Aspire for so... highly qualified agents in ALL DE... they are very pleasant and helpf... satisfied with...

- Long Time Member



- i ASP!RE TO...
- Manage My Money
- Secure My Family
- Help My Employees
- Personal Finance Knowledge

- RATES
- Auto Loans
- Consumer Loans
- Home Equity/Mortgage (also known as a Secor
- EMPI
- Cont
- Conn
- CoAr

[LIVE Chat](#) 

PRIVACY POLICY
OUR SECURITY CENTER
CONTACT
ACCESS MY MONEY
BANKING
LOANS
CREDIT CARDS
SITE MAP

Saving/Checking
Certificates/IRA



REVIEWS
FORMS & APPLICATIONS
POLICIES & DISCLOSURES
ROUTING # 226076083

© 2020 Financial Products & Services Provider - Aspirefcu.org. All Rights Reserved
Nashua, NH | Newark, NJ
Powered by TechWyse



LIVE Chat



What do you aspire to do? Own a home? Save money for Buy a new car or save money on your current car payment

Aspire is here to help you achieve your financial goals. You're serious about your financial future. We're serious about helping you get there.

Aspire Federal Credit Union is a full-service, not-for-profit financial cooperative. All earnings at the end of the year are returned to you through quality, low-cost financial services. We offer a full array of financial products and services including savings accounts, free rewards checking, new and used auto loans, auto refinance, home equity loans and lines of credit, personal loans, first mortgage refinances.



You'll enjoy 24/7 account access with My CU Online, [Aspire Mobile Banking](#), **Call24 (732-388-0477, option 1)**, **70,000** **5,000+ shared branches**. You'll also get discounts on services such as Sprint, ADT, TurboTax, and more through the Rewards Program.

What's a Credit Union?



LIVE Chat

**APEX BANK'S
EXHIBIT K**

Start your business today! **Aspire Payments Franchise**



Start your business!

(/franchise-quiz/)

Aspire franchise program offers over 22 ways to make residual passive income with low capital requirements! Our high-tech kiosks, ATMs, and Payment Processing portals offer exceptional revenue abilities that can scale all over the United States. Becoming a franchisee also entitles you to a full marketing support team! Join Us!

Start your business!

(/franchise-quiz/)

Franchise Articles (/blog/franchise/articles/) **Franchise with a CEO** (/blog/interviews/posts/)

Facts & Figures (/blog/franchise/facts-figures/) **Franchise Spotlight** (/blog/spotlight/posts/)

Franchise Directory (/franchise-directory/) **Franchises by Investment Level** (/franchises-under-100000/)

Franchise News (/blog/news/posts/) **Liquid capital required \$199,999** (/blog/video/posts/)

Franchise fee \$25,000 (/blog/video/posts/)

Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!

Units in operation 3

(/franchise-quiz/) **Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!**

(/franchise-quiz/) **Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!**

(/franchise-quiz/)

Overview

About Us

Q Search franchises...



What makes the ASPIRE Payments Franchise Opportunity unique? There are More than

Aspire Payments take residual income with ASPIRE Payment Platforms. We have an **\$199,999 Liquid Capital Required**

EXECUTIVE team of dedicated business experts with decades of necessary experience in traditional and digital marketing, software development, credit card processing, ATM services, check cashing, and other electronic payment processing services. Being a part

of the ASPIRE Payments Franchise Group gives you access to the infrastructure and support of a successful brand with a national network of resources to assist you in developing your portfolio.

When part of the team we offer marketing and lead generation support, financing solutions for cash and equipment, security assurance, legal services, advertising assistance, and mobile applications & web based portals to help manage and grow your business.

Industry - Electronic Payment Processing / Marketing

Hi-Tech Kiosk

Our Hi-Tech Kiosk Payment Centers offer multiple revenue streams and is a technology that is going to disrupt the check cashing, bill pay, and electronic payment processing space. The Kiosk technology has taken seven figures and many years to develop the hardware & software along with national compliance requirements, regulations and standards. We are excited to share the opportunity and assist our franchisees in developing their Kiosk portfolio.



[Franchise Articles](#) ([/blog/franchise/posts/](#))



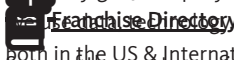
[Franchise with a Category](#) ([/blog/international/posts/](#))



[Services Offered](#) ([/blog/authors/](#))



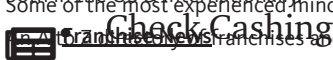
[Franchise Spotlight](#) ([/blog/spotlight/posts/](#))



[Franchise Directory](#) ([/franchise-directory/](#))



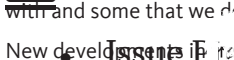
[Franchises by Investment Level](#) ([/franchises-under-100000/](#))



[Check Cashing](#) ([/blog/news/posts/](#))



[Video Center](#) ([/blog/video/posts/](#))



[New developments](#) ([/blog/news/posts/](#))



[Issue Prepaid Debit Cards](#) ([/franchise-quiz/](#))

Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz! [/franchise-quiz/](#)

Prepaid VISA Debit Card Dispenser [/franchise-quiz/](#)

- Wire transfer to Mexico, South America, Central America, Europe & Asia
- Advertising Platforms - Dual Monitors
- Cell Phone - Allows customers to load their pay as you go phone, purchase pin/pinless products, and load airtime internationally in 150+ countries

Search franchises

- Start your business today!
- Mobile Modem and Routers for Cellular Connectivity

Credit Card Processing

When becoming an Aspire Payments Franchisee, you have access to our cutting edge, easy-to-sell credit card processing software and back office that integrates with electronic account boarding software, and ACH payroll services. This innovative platform is both web and mobile based, making it simple to use. For your convenience, we have multiple success managers ready to answer any questions, and to assist you in maximizing your residual potential on each and every account. Our Franchisee's are added to a structured system that provides strong daily & monthly bonuses, daily & weekly training calls, marketing collaterals, lead generation services, and a custom proposal software that makes winning deals easy.

We guarantee business owners \$1000 that we will reduce their costs to process credit cards, will BUY contracts out of to \$350, and have a lifetime price match guarantee on rates offered.

ATM Services

The ATM division within Aspire Payments makes it possible for anyone to grow and scale their own ATM portfolio through the utilization of our virtual terminal and google

[Franchise Articles](#) ([/blog/franchise/posts/](#)) [Franchise with a Category](#) ([/blog/international/posts/](#))
[New Franchise](#) ([/blog/new-franchise/posts/](#)) [Franchise Spotlight](#) ([/blog/spotlight/posts/](#))
[Franchise Directory](#) ([/franchise-directory/](#)) [Franchise by Investment Level](#) ([/franchise-under-100000/](#))
[Franchise News](#) ([/blog/news/posts/](#)) [Video Gallery](#) ([/blog/video/posts/](#))
[Franchise Quiz](#) ([/franchise-quiz/](#)) [Identify the perfect franchise for you! Take our short quiz](#) [Take our free franchise quiz!](#)

When becoming an Aspire Payments Franchisee you receive 100% of the surcharge, have full access to our ATM Divisions support team, as well as access to our ATM Marketing and lead generation system.

The Opportunity

The Franchise fee is \$25,000



With that you receive 1 ATM valued at \$2500. We also reinvest \$5000 back into web digital advertising, marketing Aspire Payments in your region to assist in getting contracts in place to drive revenue.

Start your business today!

- Corporate Identity Package (Branding, Business card design, Marketing collaterals, Envelope, Letterhead)
- Web Design & Development
- Content creation
- Social media setup & marketing
- Email Marketing campaigns designed and implemented
- Web based & Mobile CRM and Back office
- Sales & Marketing automation software
- Facebook retargeting
- Search engine optimization
- Local directories setup
- Google directory setup
- Targeted Weekly leads

[Franchise Articles](#) ([/blog/franchise/posts/](#))

[Franchise with a Category](#) ([/blog/international/posts/](#))

[Legal Services](#) ([/blog/legal/posts/](#))

[Franchise Spotlight](#) ([/blog/spotlight/posts/](#))

[Franchise Directory](#) ([/franchise-directory/](#))

[Franchise by Investment Level](#) ([/franchises-under-100000/](#))

[Franchise 505](#) ([/franchise-505/](#))

[Video Gallery](#) ([/blog/video/posts/](#))

[Franchise News](#) ([/blog/news/posts/](#))

[Franchise Quiz](#) ([/franchise-quiz/](#))

[Franchise Support](#) ([/franchise-support/](#))

[Franchise FAQ](#) ([/franchise-faq/](#))

[Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!](#)

Benefits

[\(/franchise-quiz/\)](#) Some benefits of partnering with Aspire Payments is getting access to our executive team, support network, trade secrets, intellectual property, proprietary, software & technology, financing solutions, and our proven lead generation & inbound marketing strategies.

Search franchises...



Aspire Payments training programs have been designed and developed around each **Aspire Payments** franchise to provide you with the knowledge, support, and experience needed to be successful in each area of the business. We provide you with multiple layers of support, and bridge any gaps with ongoing training and development.

Your SUCCESS is our GOAL!

The Aspire Payments franchise program can be a full-time or part-time business opportunity. Based on the level of commitment and budget for market growth our marketing & operations team we will then tailor a specific go to market strategy in your area working directly with you to develop your regional market.

Visit Us

www.AspirePayments.co (www.AspirePayments.co)

Related

Find other similar franchises!

Aspire Payments is listed in the [Franchise Directory](#) under the [Business Services](#) category. It's also listed in the section for [Franchises Under \\$200,000](#)

[FASTSIGNS](#) is a leading franchise in the sign and graphics industry. We help you succeed by providing you with the best training, support, and marketing. [FASTSIGNS](#) is a leading franchise in the sign and graphics industry. We help you succeed by providing you with the best training, support, and marketing.

[Franchise Spotlight](#) - [Franchises by Investment Level](#) - [Video Center](#)

Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!

FASTSIGNS

Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!
 Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!
 The #1 Sign and Graphics Franchise. As a growing \$29 billion industry, signage and graphics will be in demand as long as businesses need to be seen. FASTSIGNS will be there to create captivating, high-performing visuals for businesses around the world—and you can be a part of it.

Liquid Capital Required **\$80,000**

Search franchises...
 Get More Info



Aspire Payments [\(/franchise-quiz/\)](#)
\$199,999 Liquid Capital Required



\$500,000
Liquid Capital
Required

Venture X

[\(/franchises/venture-x/\)](#)

Venture X is one of the first franchise opportunities in the new booming industry of coworking. Our Venture X locations provide freelancers, corporate professionals and everyone in-between, the ideal working conditions that encourage collaboration, creativity, and energy they need to be successful.

Liquid Capital
Required **\$500,000**

✓ Get More Info

[\(/franchises/venture-x/\)](#)



\$150,000
Liquid Capital
Required

Express Employment Professionals

[\(/franchises/express-employment-professionals/\)](#)

[Franchise: Profiles](#) [\(/blog/franchise/profiles/\)](#)
Respecting People. Impacting Lives.

[Franchise: With a Category](#) [\(/blog/international/posts/\)](#)

[Industry Experts](#) [\(/blog/authors/\)](#)
We help you succeed by identifying the right franchise for your business.

[Franchise Spotlight](#) [\(/blog/spotlight/posts/\)](#)
Express Franchise Spotlight: Find out more about the franchise industry.

[Franchise Directory](#) [\(/franchise-directory/\)](#)
and automation to improve our lead products both in the US & Internationally.

[Franchise by Investment Level](#) [\(/blog/franchise-by-investment-level/\)](#)
to find reputable franchisors that you can trust.

[Franchise News](#) [\(/blog/news/posts/\)](#)
Some of the most experienced minds in franchising.

[Video Gallery](#) [\(/blog/video/posts/\)](#)
Learn about real franchisees' ownership stories.

with and some that we don't.

Identify the perfect franchise for you! Take our short quiz. Take our free franchise quiz!

New developments in franchising. [Get More Info](#)

[\(/franchise-quiz/\)](#)

[Identify the perfect franchise for you! Take our short quiz.](#) [Take our free franchise quiz!](#)

[\(/franchise-quiz/\)](#)

[\(/franchises/express-employment-professionals/\)](#) [Identify the perfect franchise for you! Take our short quiz.](#) [Take our free franchise quiz!](#)

[\(/franchise-quiz/\)](#)





Aspire Payments
\$199,999 Liquid Capital Required

Is this your
franchise? [\(/franchise-quiz/\)](#)

Start your business today! Contact us to unlock your franchise's
page to add content and get leads!

[Learn more \(/advertise-with-us/\)](#)

BeTheBoss.com

[About BeTheBoss.com \(/about/\)](#)

[Advertise with us \(/advertise-with-us/\)](#)

[Contact us \(mailto:team@betheboss.com\)](mailto:team@betheboss.com)



[. \(https://www.facebook.com/BeTheBossUSA\)](https://www.facebook.com/BeTheBossUSA)



[. \(https://twitter.com/BeTheBoss_USA\)](https://twitter.com/BeTheBoss_USA)



[\(https://www.instagram.com/betheboss_usa/\)](https://www.instagram.com/betheboss_usa/)



[. \(https://www.youtube.com/channel/UC4ZZ5J31jkVNq93T7iCv0MA?view_as=subscriber\)](https://www.youtube.com/channel/UC4ZZ5J31jkVNq93T7iCv0MA?view_as=subscriber)



[\(https://www.linkedin.com/company/betheboss-com/\)](https://www.linkedin.com/company/betheboss-com/)

[. \(https://www.franchise.org/\)](https://www.franchise.org/)

© 2020 BeTheBoss.com All rights reserved.

[Terms & Privacy Policy \(/terms-privacy/\)](#)

[. \(https://www.franchise.org/\)](https://www.franchise.org/)



[. \(https://www.facebook.com/BeTheBossUSA\)](https://www.facebook.com/BeTheBossUSA)



[. \(https://twitter.com/BeTheBoss_USA\)](https://twitter.com/BeTheBoss_USA)



[\(https://www.instagram.com/betheboss_usa/\)](https://www.instagram.com/betheboss_usa/)



[. \(https://www.youtube.com/channel/UC4ZZ5J31jkVNq93T7iCv0MA?view_as=subscriber\)](https://www.youtube.com/channel/UC4ZZ5J31jkVNq93T7iCv0MA?view_as=subscriber)



[\(https://www.linkedin.com/company/betheboss-com/\)](https://www.linkedin.com/company/betheboss-com/)

**APEX BANK'S
EXHIBIT L**



Ways to Pay

Aspire Servicing Center offers several ways to pay your student loan bill.

[Make an online payment now](#)

To access your online account for the first time, you will need your loan account number or Social Security number and date of birth.

Auto-Debit

Auto-debit allows you to make your scheduled monthly student loan payments on time with less hassle. After signing up for the free auto-debit program, we will deduct your payment from your checking or savings account each month.



Complete and mail or [fax](#) an [Auto-Debit Payment Authorization Form](#) (PDF) to Aspire Servicing Center.

Contact a loan counselor for further details by calling (800) 243-7552.

Things to know before you sign up:

- Watch for a letter confirming that your auto-debit has been set up.
- If your payment due date falls on a holiday or weekend, the payment amount will be withdrawn from your bank account on the following business day.
- Auto-debit is deactivated if three payments are returned for insufficient funds within a 24-month period.
- If you want to stop making automatic payments, notify Aspire Servicing Center at least five business days before your next payment due date.

Monthly Payments by Mail

You can mail your payment and payment stub to:

Aspire Servicing Center
P.O. Box 659701
West Des Moines, IA 50265-0970

Include your account number on your check or money order.

Pay by Phone

We offer a free, automated payment service that you can use to make payments at any time, without the need to speak to a loan counselor.

To Make a Payment by Phone:

Call:
(800) 243-7552 toll free
Or: (515) 243-5626 from the Des Moines area

You may pay with your:

- Checking or savings account.
- ATM card (must have PULSE, STAR or NYCE logo, and your bank must participate in an ATM bill pay service).

Request a Payoff Amount

You may prepay all or part of your loan at any time without penalty. A loan payoff amount differs from the outstanding principal balance due to daily interest accrual. To request payoff information, call (800) 243-7552.

[Privacy](#) [Terms of Use](#) [Identity Theft and Online Fraud](#)

6775 Vista Drive, West Des Moines, IA 50266-9305

Copyright ©2012-2020 Aspire Resources Inc.®

NMLS ID: 1006118, NMLS Consumer Access: <http://nmlsconsumeraccess.org>

Use of this site signifies your agreement to the [Terms of Use](#) and [Online Privacy Statement](#)

To access this website and web-based applications, use web browser versions that meet minimum security requirements. [View compatible browsers.](#)

**APEX BANK'S
EXHIBIT M**

We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)

[SIGN IN](#)

Aspire Checking

College like a boss

Ace adulting with on-the-go access, free money orders and no minimum balance requirements.

[GET STARTED](#)

0 money down. Checking made easy.

Spend less time concerned about your finances and more time focusing on the important things in life as a student – like studying for midterms and finals. Plus, Addition Financial will waive your \$5 membership and minimum share balance fee for 5 years from the date of account opening. It only takes minutes to apply.

[PRINT/EMAIL PRODUCT DETAILS](#)

Features and Benefits



Waived membership and minimum share balance fee for 5 years from the date of account opening

We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)



MENU



SIGN IN

✓ On campus ATMs and branches

✓ Exclusive UCF and Seminole State Designs

✓ Contactless payment with Tap to Pay

✓ Online and mobile access

✓ Shared Branch Network

[GET STARTED](#)

Book an appointment and skip the line!

When you book at appointment online, you won't have to wait in the lobby to talk to one of our representatives. Plan ahead for a date and time that works for you, at a location that's close by. One of our agents will be ready to speak with you at the time you booked.

[BOOK AN APPOINTMENT](#)

Student loans from Addition Financial by Sallie Mae®

For those attending or borrowing for a student attending a degree-granting institution. Whether you're an undergraduate student, graduate student, or parent helping a student pay for school, these flexible loans are designed to meet your needs.

[LEARN MORE](#)

\$500 partially secured Platinum credit card

Our [Aspire Partially Secured Credit Card](#) helps you build credit without the big risks that come with completely unsecured lines of credit. To qualify, completion of an Enrich Financial Wellness course is required. In this course, we'll start with the costs and benefits of consumer credit to help you assess whether you are ready for a credit card.

[LEARN MORE](#)

We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)

[SIGN IN](#)

0.15% auto loan rate discount

A discount on your [auto loan](#) rate means you pay less every month and can save thousands of dollars on your loan over time. To qualify, completion of an Enrich Financial Wellness course is required. In this course, you will learn how to create a budget, and how to use it in building smart spending habits.

[LEARN MORE](#)

The most secure way to pay

All new Addition Financial debit cards come with the latest card technology. Tap to pay lets you make transactions just by tapping your card on any reader with a tap to pay symbol. It's faster and more secure than using a chip or swiping your card. With an Addition Financial card, checkout is as simple as look, tap and pay.

Related Articles



Going Away to College: Financial Planning for College Students



We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)

☰
MENU

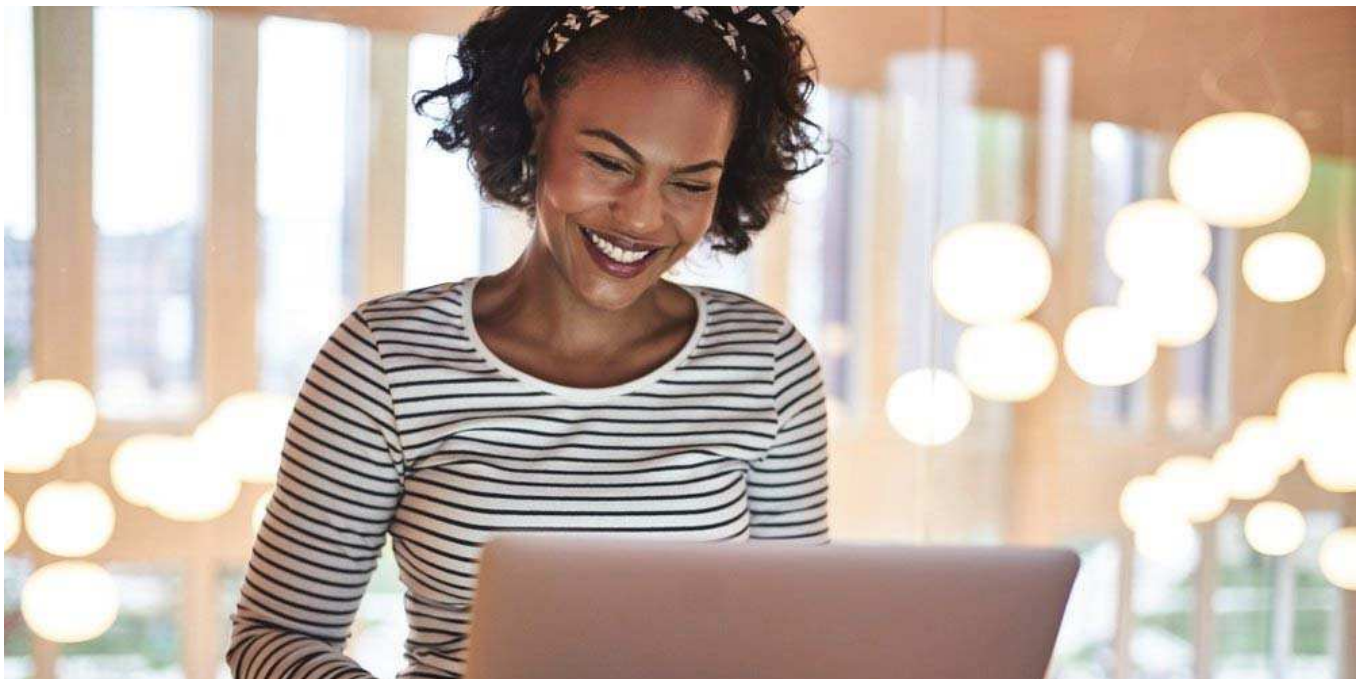
Addition[™]
FINANCIAL

SIGN IN



What Does a Credit Union Do and How Do I Join One?

[READ MORE](#) +



7 Methods for Finding Scholarships for College Students



We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)



SIGN IN



\$5 on us. Free money orders. Easy online application.



on your financial independence with an Aspire checking account.

We have reopened our Teller lines with limited capacity. [Learn about our current branch hours & services.](#)



SIGN IN

2

Start your account application

Complete the following steps after starting your online application.

3

Identify yourself as a college student

Remember to select "Student ID" as your "ID Type." And select "College Student" when asked "How did you hear about us?"

4

Get your debit card

Receive your debit card and start making your everyday purchases.

APPLY NOW

Sign up for community news, financial literacy tips and much more.

Email Address

SUBSCRIBE

[Rates](#) | [Apply for a Loan](#) | [Sign In / Register](#)



Addition Financial
1000 Primera Blvd
Lake Mary, FL 32746

Local: 407-896-9411
Toll-Free: 800-771-9411

Routing Number:
263181384

[Forms](#)

[Disclosures](#)

[Fee Schedule](#)

[Site Index](#)

[Privacy Notice](#)

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.



© Addition Financial, All Rights Reserved



**APEX BANK'S
EXHIBIT N**

Personal Banking

- › Online Banking (personal-online-banking.html)
- › Online Bill Pay (billpay.html)
- › Mobile Banking (mobile-banking.html)
- › Checking (checking.html)
- › Aspire Checking Account (aspire.html)
- › Savings, Money Markets, & CDs (savings-money-markets-cd.html)
- › Card Services (card-services.html)
- › Mobile Wallet (mobile-wallet.html)
- › Wire Transfers (wire-transfers.html)
- › Telephone Banking (telephone-banking.html)



Aspire Account



Give their successful financial future a jumpstart.

Empower your student with the **banking solutions** they need to succeed by opening an **Aspire Checking Account** and receive a **free Amazon Prime Student** membership¹!

The Account Details

While they go to school, start their first job, or take that next adventure, they can build their financial confidence with a minimum deposit of \$5 to open and no monthly maintenance fee until turning age 27². The Aspire Checking Account is packed with digital banking tools that allow them to bank wherever they are.

Designed for teens and young adults who,

- ▶ are preparing for or have already begun their next adventure after high school
- ▶ are ready to start a financial journey with their parents (before turning 18) or independently once they've turned 18
- ▶ need a trusted financial partner to support them and help them understand money matters

So go ahead, help them open an account today, and bring a piece of Fairfield County with them!

Packed with Convenient & Secure Digital Banking Solutions

Features your student or young adult may expect:

- ▶ Free Online Banking & FCB Mobile App ([online-mobile-banking-enhancements.html](https://www.fairfieldcountybank.com/personal-banking/online-mobile-banking-enhancements.html))
 - Monitor transactions
 - Set-up account activity alerts
 - Transfer money
 - Send and receive money quickly and easily with Zelle ([../zelle/index.html](https://www.fairfieldcountybank.com/personal-banking/zelle/index.html))³
 - Pay bills with bill pay ([../personal-banking/billpay.html](https://www.fairfieldcountybank.com/personal-banking/billpay.html))
 - Guard your debit card ([../personal-banking/card-services.html](https://www.fairfieldcountybank.com/personal-banking/card-services.html)) by turning it on and off
 - Connect all of their accounts with our personal finance tool, Money Manager 360 (<https://www.fairfieldcountybank.com/personal-banking/money-manager-360.html>)
 - Add their Fairfield County Bank Visa[®] debit card to their mobile wallet (<https://www.fairfieldcountybank.com/personal-banking/mobile-wallet.html>) to pay safely at checkout
 - Deposit checks through our mobile app
 - Monitor credit (<https://www.fairfieldcountybank.com/personal-banking/credit-score-tool.html>)
- ▶ Free ATM transactions at all Fairfield County Bank ATMs

- ▶ 4 ATM surcharge refunds⁴ per statement cycle when you use your Fairfield County Bank Visa Debit Card at an ATM not owned or operated by us

Show them how to take advantage of the multitude of benefits available to help them, so they can manage their money from wherever they are along life's journey.

Let's Help Your Student or Young Adult Form Healthy Financial Habits & Make Smart Banking Decisions

By opening an Aspire Checking Account, they're kickstarting their financial journey with Fairfield County Bank.*

For the essential life skills that may not be taught in the classroom, we have the tools to help you build their financial confidence.

- ▶ Show them how to manage and monitor their checking account with online banking and our FCB Mobile App
- ▶ Teach them how to create a budget, track spending and income, set goals, and connect their accounts from other financial institutions in one simplified view
- ▶ Equip them with a Fairfield County Bank Visa[®] Debit Card so that they can make responsible purchases
- ▶ Give them the ability to stay in control of their finances and make their dreams come true

No matter what they aspire to be, rest assured knowing you've helped lay the groundwork for a successful financial journey. Start a relationship with Fairfield County Bank that they can take with them no matter where life brings them.

For more information, please call our Customer Care Center at: **203.431.7431 (tel:1-203-431-7431)** or **visit a branch near you (../branch-locations/branch-locations.html)**!

¹ Receive up to 12 months of Prime Student rebates by paying for the \$6.49 a month Amazon Prime Student membership fee with your Fairfield County Bank Visa[®] Debit Card. To be eligible for 12 consecutive months of Prime Student, the account owner must be a new checking account client (college student) and the checking account must be in good standing. The monthly reimbursement of \$6.49 will be deposited into the respective Aspire Checking Account within 60 days after each of the 12 months. One Amazon Prime Student membership per person. Offer is subject to change and may be withdrawn at any time. Rebate may be reported as income on IRS Form 1099.

² Free until age 27. Upon turning 27, your account will be changed to a Charter Account (<https://www.fairfieldcountybank.com/personal-banking/checking.html>).

³ Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Transactions typically occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle.

Must have a bank account in the U.S. to use Zelle.

In order to send payment requests or split payment requests to a U.S. mobile number, the mobile number must already be enrolled with Zelle.

⁴ An ATM surcharge refund eliminates your payment of a surcharge imposed by owners and operators if the ATM is not owned by Fairfield County Bank. Refund applies only to Fairfield County Bank Visa Debit Cards. Refunds do not apply to ATM cards. Fairfield County Bank does not charge you a fee to use our Debit Card at ATMs operated by others. When you use an ATM not owned or operated by us, you may be charged a fee (surcharge) for a balance inquiry even if you do not complete a transaction.

Other fees may apply; please reference our Consumer Schedule of Charges.

[Privacy Policy \(../privacy/privacy-policy.html\)](#) | [General Disclaimer \(../general-information/general-disclaimer.html\)](#) | [Contact Us \(../general-information/contact-us.html\)](#)

Select Language ▼



(<https://translate.google.com>)



Warning - Intruders are accessing a private computer system and unauthorized access or use is not permitted and constitutes a crime punishable by Federal law (18 USC 1030).

© 2020 Fairfield County Bank

**APEX BANK'S
EXHIBIT O**



EBRANCH
LOGIN

[Careers](#) | [Locations](#) | [About Us](#) | [Rates](#) | [En Español](#) | [Digital Banking](#) | [\(800\) 421-6674](#)

Aspire Checking

1.75% APY Checking*

Looking for a checking account that pays more? Earn 1.75% APY* on qualifying balances** up to \$25,000 with Aspire checking. Plus enjoy out-of-network ATM fee refunds and pay no monthly service charge.

[Home](#) > [Personal](#) > [Accounts](#) > [Checking Accounts](#) > [Aspire Checking](#)

Earn More Money on Your Checking



Earn 1.75% APY on
Qualifying Balances



No Minimum Balance



Out-of-Network ATM
Fee Refunds in
Qualifying Months

- ➔ Earn 1.75% APY* on qualifying balances** up to \$25,000!
- ➔ Up to \$15 in out-of-network ATM fee refunds in qualifying months
- ➔ Free online banking through eBranch, including account alerts
- ➔ Free mobile banking and remote check deposit
- ➔ Free online and mobile bill payment service through ePay
- ➔ Free eStatements
- ➔ Visa® debit card with free access to more than 30,000 ATMs - plus mobile wallet compatibility and EMV chip technology!

- ➔ **NEW!** Most GNCU branches now have expanded capabilities to create instant issue Visa debit cards on-the-spot.
- ➔ **Free** Visa debit card manager app to set alerts, turn your card on/off, a Location Match feature for easier purchases when traveling and more. Download the GNCU Cards app today
- ➔ **Free** transactions at more than 5,000 credit union branches nationwide
- ➔ **Free** 24-hour telephone banking
- ➔ **No minimum balance requirement**
- ➔ Order checks online
- ➔ It's easy to make the switch

Qualifying for high-yield dividends, up to \$15 in out-of-network ATM fee rebates, and having the \$15 monthly service charge waived is easy. Simply do the following during each monthly qualification cycle:

- ➔ Have at least 9 debit card purchases post and clear
- ➔ Have one Direct Deposit post and clear
- ➔ Receive online eStatements

If you don't meet the requirements during one monthly qualification cycle, no rewards will be earned and the service charge will apply. But don't worry! You can get back to earning the rewards the very next monthly qualification cycle.

Compare Greater Nevada checking accounts here.


Effective April 1, 2020

*APY=Annual Percentage Yield. **Aspire Checking accounts earn 1.75% Annual Percentage Yield on qualifying balances up to \$25,000. Rate tiers are as follows: 1.75% APY applies to balances of \$0.01 - \$25,000.00 and 0.05% APY applies to balances over \$25,000.00 if qualifications are met during the monthly qualification cycle. 0.05% APY applies to all balances if monthly qualifications are not met. Monthly qualifications are 9 debit card purchases must post and clear, one direct deposit received, and account statements delivered via eStatements. The Dividend Rate and Annual Percentage Yield may change monthly for Checking Accounts. Rates and terms are accurate as of Wednesday, April 1, 2020 and are subject to change. Fees may reduce earnings.

"Qualification Cycle" means a period beginning one day prior to the first of the month and ending one day prior to the last day of the month (ex. July 31-August 30 for August statement). Transactions may take one or more business days from the transaction date to post to an account from the date the transaction is made. Membership requirements apply. Available to personal accounts only.

Choose Greater Nevada Credit Union for personal and business banking throughout Nevada including branches in **Carson City, Reno, Sparks, Dayton, Fernley, Ely, Minden / Gardnerville, West Wendover and Elko.**

Greater Nevada Credit Union Routing Number: 321280143

Federally Insured by NCUA;  Equal Housing Lender; All loans are subject to credit/collateral approval by GNCU.

**APEX BANK'S
EXHIBIT P**



CREDIT UNION SERVICES LOANS RATES RESOURCES



Checking Accounts
IT'S TIME YOU SWITCHED

- ACCOUNTS**
- Savings
- Checking
- Youth Accounts
- Credit & Debit Cards
- Club Accounts
- Smart Relationship Choices

› [Jump to section](#)

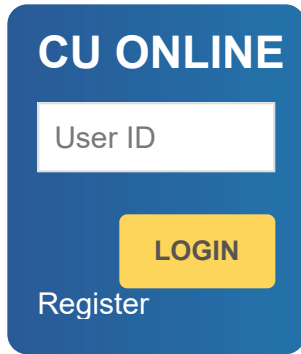
Share Draft

Switch to a Guardians CU checking account and enjoy no minimum balance requirements. You can also write an unlimited amount of checks each month and enjoy totally free overdraft protection.

With Guardians CU's checking, you are also able to apply for a convenient debit card that serves as your checks and ATM card, all rolled into one.

- [Order checks online](#)
- [Visit a branch to open a Share Draft account](#)

Valiant Checking



Good money habits start early. With Valiant Checking, designed exclusively for 13-17-year-olds, your teenager will quickly become accustomed to managing their own money. From writing checks and using a debit card to checking balances and transferring money from our mobile app - Valiant Checking will help prepare your young adult for a financially responsible livelihood.

Account features:

- No minimum balance
- One free box of 50 checks
- Easily manage - FREE Mobile Banking, Mobile Deposit, and Online banking
- FREE overdraft protection from savings

USEFUL LINKS

[CU Online](#)

[Contact Us](#)

[Locations & Hours](#)

[Shared Branching](#)

[Member Discounts](#)

[About Us](#)

■ [Visit a branch to open a Valiant Checking account](#)

*Joint ownership with parent(s) or guardian over the age of 18 required. Valiant accounts are not eligible for Courtesy Pay.

Aspire Checking

We understand "life happens." We also believe in second chances. This account allows you most of the features of a traditional checking account including a VISA debit card. Plus, when you enroll in payroll direct deposit, there's no monthly fee. After one year without NSF's, this account may convert to a regular checking account.

Features:

- Free online and mobile banking
- VISA debit card
- First 50 checks free
- Avoid \$10/month account maintenance fee with payroll direct deposit
- After one year of no NSF's, the account is eligible to be converted to a regular free checking account
- Complete any combination of two of the following financial education options and your Aspire account becomes eligible to convert to a regular checking account at 10 months rather than one year

- o One-on-one counseling
- o KnowMore seminar

■ Visit a branch to open an Aspire Checking account



FINANCIAL EDUCATION

Guard your financial future by attending free KnowMore Seminars.



LOBBY APPOINTMENTS

Schedule an appointment to visit your nearest branch.



RETIREMENT SERVICES

Build confidence in your retirement and financial planning.

[PRIVACY](#) | [ACCOUNT INSURANCE](#) | [SECURITY](#) | [DISCLOSURES](#)

Call us at: **561-686-4006**

[ADA](#) | [Site Map](#) | Routing Transit # **2 6 7 0 8 3 3 2 3**



Like us on Facebook



Follow us on Twitter



Federally insured by NCUA

© 2011–2020 Guardians Credit Union. All rights reserved.
Created and cared for by JM Web Services

If you are using a screen reader and are having problems using this website, [call 561-686-4006 for accessibility assistance](tel:561-686-4006).

**APEX BANK'S
EXHIBIT Q**



ASPIRE

Flexible to Meet All Your Needs

ASPIRE, our comprehensive asset finance solution taps into identifying your organization's challenges and constraints and then delivers solutions to propel your organization forward. With our deep history in the asset finance industry, LTI remains a leader in providing

User Conference

Request a Demo

innovative asset finance solutions to asset finance companies worldwide.



A flexible platform allows for expert configurations for a variety of business needs and workflows.

Flexible Platform Design



Termination, real-time credit checks and decisions, signature and document management, midterm modifications and rollovers. Along with portfolio and asset management.

Complete Lifecycle Management



The CRM allows lead tracking and opportunity sales territory management. Along with proposal creation, pipeline coordination, and reporting.

Customer Relationship Management



Stay in compliance with auto tax jurisdiction assignment, robust

User Conference

Request a Demo

Stress-free Compliance & Risk Management

ASPIRE SOLUTION MODEL



Manage any type of lease or loan with a flexible structure and term and revolving line of credit.

Financial Product Versatility



Ad hoc, scheduled, and on-demand report creation.

Adaptive Reporting & Analytics

User Conference

Request a Demo

Feature Sets

Lessors of all sizes now have access to the same powerful asset finance solution used by leading banks, independents, and captives. Streamline efficiently, configure easily, and scale affordably with [ASPIRE](#) in the LTICloud.

PRICING

With ASPIRE, you can manage various types of pricing to easily integrate with different workflows or markets. Pricing in ASPIRE gives you the option to use guided pricing using yield and rate sheets or the option to offer flexible pricing.

ACCOUNTS RECEIVABLE

With ASPIRE, you can configure invoice templates and work more efficiently with batch processing.

Additional Benefits:



COMPLIANCE

With ASPIRE, you can maintain compliance throughout the life of your contracts. Compliance in ASPIRE provides UCC and insurance tracking through integrations with industry leaders.

Additional Benefits:



User Conference

Request a Demo

PORTFOLIO MANAGEMENT

With ASPIRE, you can configure your portfolios for any type of leasing model. Portfolio Management offers mid-term modifications while maintaining history.

Additional Benefits:



SALES

With ASPIRE, you can manage all aspects of a sale throughout its lifecycle, from application entry to funding. Sales in ASPIRE gives you access to review pipelines and pending opportunities, to set automatic reminders, and to view milestone progression.

Additional Benefits:



DOCUMENTATION

With ASPIRE, you can configure document templates and packages to streamline your documentation process. Documentation in ASPIRE provides you with industry-standard document templates and packages that can be configured to your business needs.

Additional Benefits:



User Conference

Request a Demo

ACCOUNTS PAYABLE/FUNDING

With ASPIRE, you can stay organized and efficiently manage the vendor funding process. Accounts Payable/Funding in ASPIRE supports interim rent and progress payment calculation and billing.

Additional Benefits:



SYNDICATION

With ASPIRE, you can access various syndication solutions. Syndication in ASPIRE provides flexible servicing options and pool securitization.

Additional Benefits:



COLLECTIONS

With ASPIRE, you can manage all aspects of collections for your accounts. Collections in ASPIRE offers robust aging and delinquency reporting. You can assign collectors, calculate payoffs, and schedule electronic funds transfer (EFT) payments.

Additional Benefits:



User Conference

Request a Demo

CREDIT

With ASPIRE, you can standardize and shorten the credit adjudication process by automatically pulling credit reports and scoring deals. Credit in ASPIRE allows you to use and assign credit ratings that drive risk-based pricing.

Additional Benefits:



RELATIONSHIP MANAGEMENT

With ASPIRE, you can manage your business relationships efficiently by associating accounts to their contracts, regardless of the account role. Relationship Management in ASPIRE offers transparency and visibility to all business relationships.

TAX

With ASPIRE, you can stay up-to-date with all tax policies that affect your accounts. Tax in ASPIRE supports all tax payment types and ensures exact tax calculation through flexible overrides.

ACCOUNTING

User Conference

Request a Demo

With ASPIRE, you can configure the general ledger to meet all of your accounting needs. Accounting in ASPIRE provides flexible income and expense items and robust reporting.

CUSTOMER SERVICE

With ASPIRE, you can easily manage customer service requests, follow-ups, and notes. Customer Service in ASPIRE allows you to provide your customers with a high quality, seamless customer service experience.



User Conference

Request a Demo

LTi has over 12 years of cloud-hosting expertise and more active cloud users than anyone else in the industry. So when it comes to giving you

faster implementations, top-level security, reliable disaster recovery, operational agility, and more profitable scalability, ASPIRE in the LTiCloud is your ideal asset finance solution.

ASPIRE IN THE LTICLOUD

ASPIRE Integrations

Optimization is a critical piece of any asset finance solution. Our products feature a wide range of third-party integrations that improve your business' workflow efficiency.

[Learn More](#)

User Conference

[Home](#) [Careers](#) [Privacy Policy](#) [Contact Us](#)

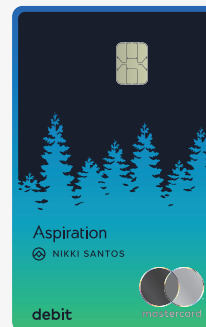
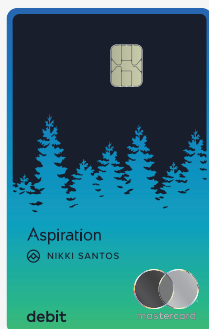


Request a Demo

**APEX BANK'S
EXHIBIT R**

LEAVE YOUR BANK.
CHANGE THE WORLD.

You swipe your card. We plant a tree!



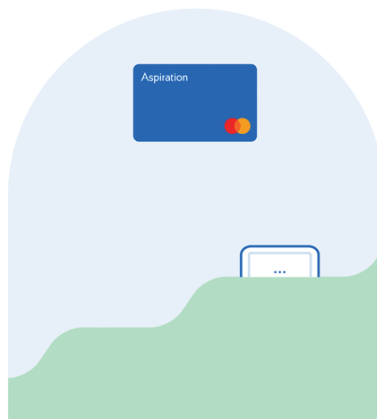
Enter Email Address

Get Started

Member Since 2015
DEPOSITS ARE
FDIC-INSURED UP TO
\$2.46 MILLION
PER DEPOSITOR
FOR THE
PLANET
Five stars and 14,000+ ratings

Reforest the planet as you shop

Plant a climate change-fighting tree by rounding up your purchases to the nearest whole dollar¹. And know that your deposits won't fund fossil fuel projects like pipelines, oil drilling and coal mines.



Reforest as You Shop

When you swipe your card, we plant a tree.

**Neutralize Your Drive**

Carbon offsets for all your gas purchases with Planet Protection.

**Get Extra Cash Back**

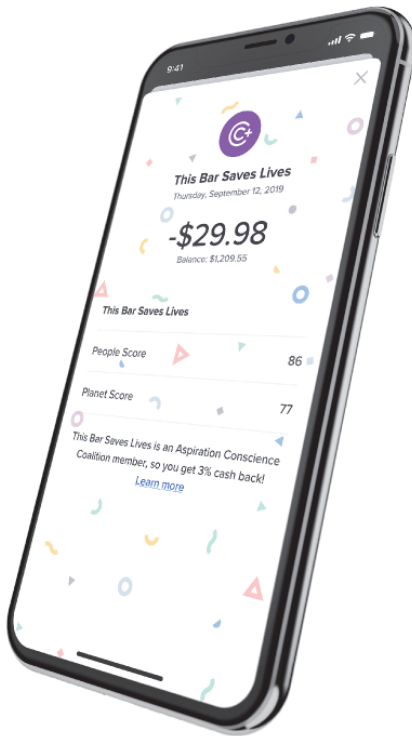
Earn up to 10% back at mission-focused merchants like TOMS, Warby Parker, and more.

**Boost Your Savings**

Up to 1.00% APY on your savings.*

**Pay Fewer ATM Fees**

Get one out-of-network fee reimbursed per month (on top of no fees at 55,000+ Allpoint ATMs).



Earn and save more every single day

Compared to big banks and Wall Street, your Aspiration cash management account offers up to 100 times higher interest* and unlimited cash back². And, you choose the monthly account fee you think we deserve (even if it is zero!)



Enjoy fee-free withdrawals at over 55,000 Allpoint network ATMs. That's more than 3 times as many ATMs as those owned by Chase, Bank of America and Wells Fargo combined.³

Foreign transaction fees may apply and are not reimbursed.

monthly fee



Unlock even more for you and the planet with

Aspiration **PLUS**

Access our complete suite of financial and planet-friendly benefits—all for just pennies a day.

Make your wallet and your world even greener!



Planet-friendly Debit Card

Get a sleek debit card made from recycled plastic.



Boost Your Savings

Earn up to 1.00% APY interest on your Save Account.



Get Extra Cash Back

Earn 10% cash back at mission-focused merchants like TOMS, Warby Parker, and more.



Neutralize Your Drive

We'll provide carbon offsets for all your gas purchases with Planet Protection.



Get one out-of-network fee reimbursed per month (on top of no fees at 55,000+ ATMs).



All for Less Than \$2 a Week

Get all these extra benefits for just \$7/month or \$69 annually.

Spend & Save Plans



Aspiration PLUS

Get Aspiration Plus

\$7/month

\$5.75/mo if you pay annually

- ✓ Deposits won't fund fossil fuel exploration or production
- ✓ 55,000 free in-network ATMs
- ☆ 10% cash back on Conscience Coalition purchases
- ✓ Personal impact score to help you shop to match your values
- ✓ Option to plant a tree with every roundup
- \$ Up to 1.00% APY on your savings
- ✓ One out-of-network ATM reimbursement monthly
- ♻️ Carbon offsets for all your gas purchases with Planet Protection



Aspiration

Get Aspiration

Pay What Is Fair

even if it is \$0

- ✓ Deposits won't fund fossil fuel exploration or production
- ✓ 55,000 free in-network ATMs
- ✓ 3-5% cash back on Conscience Coalition purchases [?](#)
- ✓ Personal impact score to help you shop to match your values
- ✓ Option to plant a tree with every roundup

Strong security for your dollars and your data


Deposits in your Aspiration Spend & Save Account are FDIC Insured* up to \$2.46 million per depositor by being swept to FDIC Member Institutions. For details, please visit <https://www.fdic.gov>.

We use bank-level 256-bit SSL encryption.

App-based fingerprint security

Your deposits never fund fossil fuel projects like pipelines, oil rigs and coal mines.

Big Banks put billions towards
climate-changing fossil fuel
projects.⁴

 Want to learn more? Visit the [Questions & Answers](#) page!



Check the background of Aspiration Financial, LLC on FINRA's BrokerCheck: <https://brokercheck.finra.org/>



 **Strong Security**

256 Bit Encryption Monitored 24/7

⁴All Aspiration Spend & Save customers receive benefits including unlimited cash back with up to 5% cash back, unlimited fee-free ATM withdrawals within the Allpoint network and access to Aspiration Impact Measurement (AIM) business and personal scores. Aspiration Plus paid subscribers receive benefits including unlimited cash back with up to 10% cash back, up to 1.00% APY, unlimited fee-free ATM withdrawals within the Allpoint network and one out-of-network ATM fee reimbursement per month, Planet Protection carbon offsets, a recycled plastic debit card and access to Aspiration Impact Measurement (AIM) business and personal scores.

Plant Your Change Disclaimer:

¹When you choose to add to your Aspiration Debit Card to the Plant Your Change Service, we round up the amount of Aspiration Debit Card transactions made using your Aspiration Debit Card feature in your Aspiration Spend Account to the next whole dollar amount (from \$0.01 to \$0.99), and transfer the amount in excess of the purchase price to an Aspiration Plant Your Change Service Account. Even dollar transactions (\$xx.00) are not considered qualifying transactions and are not eligible to be rounded up for this Service. The Plant Your Change Service Fee from Debit Card transactions will be deducted from your account once each business day and include all qualified transactions incurred since the last fee withdrawal.

Aspiration's Plant Your Change Service then plants a tree through a tree-planting partner preselected by Aspiration for each completed Debit Card transaction. Aspiration charges a variable service fee (the Plant Your Change Service Fee) ranging from \$0.01 per completed Debit Card transaction of up to a maximum of \$0.99 per Debit Card completed transaction. The Plant Your Change Fee encompasses the cost of the Tree through a tree-planting partner preselected by Aspiration, Aspiration's costs in administering the Plant Your Change Service (including marketing and promotion), and Aspiration may retain, dependent upon the Plant Your Change Fee for a particular transaction, the remainder.



Aspiration

Sign In

Get Started

If a particular transaction has placed your Aspiration Spend Account in overdraft status, we do not implement the Plant Your Change Service for that transaction. If your Deposit Account is subsequently canceled or reversed, the corresponding Plant Your Change Service Fee remains as a debit to your account. The Plant Your Change Service Fee is not a product of investment and participation in the Plant Your Change Service should not be considered an offer to purchase any security or investment. Aspiration may cancel the Plant Your Change Service at any time and without notice. Fraud or illegal activity may void rewards, retroactively reverse rewards, and may subject the account holder to legal action. Customer may cancel at any time.

For more information on the statement that cars are one of the biggest contributors to climate change click [here](#) and [here](#).

Planet Protection currently offsets the CO2 emissions from driving your vehicle. [Learn More](#).

²Based on APYs for Chase Premier Plus Checking (0.01%), Bank of America Interest Checking (0.06% with Preferred Rewards booster), and Wells Fargo Preferred Checking (0.01%) interest checking accounts as of 2/11/19

³Based on owned ATM network counts reported by Nerdwallet 9/2019 with Paymentssource data (<https://www.nerdwallet.com/blog/banking/chase-atm-network-review/>).

⁴Banking on Climate Change: Fossil Fuel Finance Report Card 2019, by Rainforest Action Network, BankTrack, Sierra Club, Oil Change International, Indigenous Environmental Network and Honor the Earth.

The Aspiration Spend Account and the Aspiration Save Account are part of a cash management account offering of Aspiration Financial, LLC, an SEC-registered broker dealer. Aspiration is not a bank. An Aspiration Save Account may be opened by itself without opening an Aspiration Spend Account. Through the Aspiration Insured Bank Deposit Program, each business day Aspiration deposits the cash balances in the Aspiration Spend and Save Accounts into deposit accounts at one or more federally insured depository institutions (each a "Bank") up to \$246,500 per Bank. Your deposits at each Bank are eligible for insurance by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000, subject to FDIC rules on aggregation of deposits held in the same insurable capacity. There are currently eight Banks available to accept your deposits, making customers eligible for up to \$2.46 million, including accrued interest, on deposit balances. The amount of available insurance coverage could change if the number of Banks changes, you designate a Bank as ineligible or you maintain deposits at a Bank outside the Aspiration Program. You are responsible for monitoring your deposits at each Bank to determine the available FDIC insurance coverage. You should carefully review the Aspiration Insured Bank Deposit Program Disclosure Statement available [here](#). For more information about FDIC insurance coverage, please visit the [FDIC website](#). A list of the current Aspiration Insured Bank Deposit Program Banks is available [here](#). Deposits at the Banks are not eligible for SIPC coverage. Aspiration Spend is a non-interest bearing securities account with electronic transaction functionality. Aspiration Save is a securities account that, through the Insured Bank Deposit Program, permits you to earn interest on your available cash. Full disclosure about Aspiration Spend and Aspiration Save is available in the Spend & Save Supplement to the Customer Account Agreement, available [here](#). Investments placed in the Redwood Fund available through Aspiration are not eligible for FDIC Insurance, are not bank guaranteed and may lose value.

The Aspiration Spend & Save Account is a cash management account offered by Aspiration Financial, LLC, a broker-dealer registered with the Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority ([FINRA](#)) and the Securities Investor Protection Corporation ([SIPC](#)). Aspiration Financial, LLC provides brokerage services and securities products. Its affiliate company, Aspiration Fund Adviser, LLC, an SEC-registered investment adviser, provides investment advisory services. Aspiration Fund Adviser, LLC and Aspiration Financial, LLC are subsidiaries of Aspiration Partners, Inc. (Aspiration). Neither Aspiration Partners, Inc. nor any of its subsidiaries is a bank. Aspiration pledges to donate 10% of our profits to charities.

The Annual Percentage Yield ("APY") associated with the Aspiration Spend & Save Account is available only to customers enrolled in Aspiration Plus. APY is variable and accurate as of 9/19/2020. Rates may be changed from time to time without notice. To earn 1.00% APY interest on Aspiration Save Account balances up to and including \$10,000.00 in any calendar month, customer must be enrolled in Aspiration Plus and spend \$1,000 or more, monthly, with their Aspiration debit card. Balances over \$10,000.00 will earn 0.10% APY. If the requirements are not met each month, the APY will be 0.25% on Save Account balances up to and including \$10,000.00. Balances over \$10,000.00 will earn 0.10% APY. Minimum deposit required to open an Aspiration Save Account is \$10.00. Enrollment fee and Pay What Is Fair fees debited directly from the Aspiration Save Account could reduce earnings. Customers not enrolled in Aspiration Plus will not earn interest. For more information, click [here](#).

Customers will earn cash back on purchases made at selected merchants. Cash back percentages are subject to change at any time without notice. Cash back will generally be credited to customer's Aspiration Spend Account once on the first day of each calendar month. Aspiration reserves the right to reverse Cash back transactions under certain circumstances and the right to terminate a customer's Cash Back feature for any abuse of the feature. This Cash Back rewards program is subject to change by Aspiration at any time without notice. For more information, click [here](#).

ATM use is free and unlimited, at Allpoint ATMs only. Transaction amount caps may apply. ATMs not included in the Allpoint network are considered out of network and customers may be charged a fee from that third-party ATM provider. Allpoint ATMs can be found via our ATM Locator [here](#). Customers enrolled in Aspiration Plus may receive one out-of-network ATM fee reimbursement per month. Please note, there is also a foreign transaction fee of one percent that is not waived when using foreign ATMs, which will be included in the amount charged to your account. Aspiration Debit Card is issued by Coastal Community Bank, Member FDIC, pursuant to a license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Aspiration Financial, LLC is an SEC-registered broker-dealer and member [FINRA/SIPC](#). Aspiration Financial provides brokerage services and securities products. Its affiliate company, Aspiration Fund Adviser, LLC, an SEC-registered investment adviser, provides investment advisory services. Aspiration Fund Adviser, LLC and Aspiration Financial, LLC are subsidiaries of Aspiration Partners, Inc. Neither Aspiration Partners, Inc. nor any of its subsidiaries is a bank. Aspiration pledges to donate 10% of our profits to charities.

"Big Banks" refers to the largest consumer depository banks in the country.

Securities purchased through your Aspiration Spend & Save Account are not FDIC-insured and are not bank-guaranteed, but are eligible for protection by [SIPC](#), subject to the rules of SIPC. Investing in securities involves risk, including the possible loss of principal, and there is no guarantee that any investment will achieve its objectives, generate profits, or avoid losses. Before investing, consider your investment objectives. Aspiration Financial does not provide investment, financial, tax, or legal advice. Accounts and services are subject to the terms and conditions set forth in Aspiration Financial's Customer Account Agreement or as set forth on this website and updated from time to time by Aspiration Financial. Accounts must be approved by Aspiration Financial and fully funded before brokerage or cash management services are provided.

This site is designed for U.S. persons only. This is not an offer or solicitation in any jurisdiction where Aspiration Financial is not authorized to do business or where such offer or solicitation would be contrary to the local laws and regulations of that jurisdiction. System availability and account access times may vary due to a range of factors, including market conditions, trading volumes, system performance, and other factors.

Aspiration Partners, Inc. and its affiliates are committed to "All Extra Services Provided at Cost," meaning that we'll only charge you what it costs us to provide the extra service (such as a wire transfer), and not a penny more. Besides these at-cost service charges, the only account fee you pay is the fee you choose, even if it's \$0, which is why we call it Pay What Is Fair.

Aspiration Partners, Inc. previously had a partnership with Radius Bank, Member FDIC, which offered the Aspiration Summit Checking Account. If you had a Summit Checking Account with Radius Bank and did not close that account and open a new Aspiration Summit Account or a new Aspiration Spend & Save Account, please contact [Radius Bank](#) for more information on your account.

© Copyright 2020 Aspiration Partners, Inc.

**APEX BANK'S
EXHIBIT S**

Introducing the first **Advisor-Drive** HSA Solution



HSAadvisor+SM can now apply their expertise
investments to add value in the same way
for traditional retirement plans.



[Learn More](#)

○ Smart Retirement S



TPAs (/tpas)

Get plan design flexibility, a business intelligence portal that streamlines the sales process, data access, and a TPA Partnership program that helps grow business.

[Read more \(/tpas\)](/tpas)



Advisors (/advisors)

Build plans with no conflicts, link to strategic relationships, and access all retirement management plan details, investment options and activity reports on demand.

[Read more \(/advisors\)](/advisors)



Strategic Partners (/strategic-partners)

Partner with a technology-enabled retirement recordkeeping management provider for comprehensive services in a BPO or flexible model to complement your business.

[Read more \(/strategic-partners\)](/strategic-partners)



Plan Sponsors / Employers (/plan- sponsors-employers)

Reduce paperwork and manual processing; access investments, forms and reports; view activity; process contributions; approve loans and distributions.

[Read more \(/plan-sponsors-employers\)](/plan-sponsors-employers)



Participants / Employees (/participants-employees)

View summary of approved investment options, access user-friendly charts/tables, check account balance and calculate rate of return on investment portfolio.

[Read more \(/participants-employees\)](/participants-employees)



InvestDesign Center (/salesportal)

Request a proposal, access sales materials and forms, link to sales and service teams, customize choices, and seamlessly integrate private-label branded solutions.

[Read more \(/salesportal\)](/salesportal)

Open-Investment Simplicity

It's uncomplicated. It's vital. It's about choice. It's the best way to build the right investment menu. Aspire's open-investment platform—InvestLink—links to thousands of investment choices. Each smart retirement solution is tailored to the

needs of customers, participants and plan types. Having access to unlimited investment options, strategic partnerships and operational support—it's not hard to design a plan.

[Read More \(/partners-solutions/technology\)](/partners-solutions/technology)



Private-Label Branding and BPO

Maintain your brand image—and your clients' brand loyalty with Aspire. We are your partner your way. Build a personalized private-label branding solution from displaying a logo in a template—to implementing a fully customized Business Process Outsourcing (BPO) solution with your visual identity across web portals that reduces costs, alleviates risk, maintains control and grows your business.

[Read More \(/partners-solutions/solutions/business-\)](/partners-solutions/solutions/business-)

Best-of-Breed Packaged Solutions

Industry leaders. Best-of-breed service providers. We establish strategic, collaborative relationships with top companies that share our commitment to deliver conflict-free investments and fee transparency—to develop pre-defined, cost-effective packaged solutions providing recordkeeping and plan processing for all plan types. It's not one size fits all—and it's not one company does it all.

[Read More \(/partners-solutions/solutions/packaged-\)](/partners-solutions/solutions/packaged-)

Expand Your Business with IRAs

Many states have started to mandate retirement coverage, while a majority of employers think providing a plan is too expensive. As an advisor, you are uniquely positioned to reach plan sponsors and expand your business with a compliance-driven, cost-effective solution—Individual Retirement Accounts. In the changing retirement landscape, IRAs are becoming a popular choice for employers who want to provide a retirement plan for their workers while keeping costs down. Partner with Aspire to build flexible, regulatory-compliant solutions for your business and make sure you and your clients are ready to adapt to the changing marketplace.

Payroll Deduction IRA – No cost for employers, no employer liability, available to all employees, works for any size business.

SIMPLE IRA – No administrative cost for employers, no filing requirements, higher contribution rates than Traditional or Roth IRA, requires employer contributions.

[Read More \(/plan-types/ira-plan\)](/plan-types/ira-plan)

Advisors and TPAs: Register for the InvestDesign Center


(/salesportal)

News
Sign-up


Email*

Submit

© Aspire Financial Services, LLC. All rights reserved.
[Privacy Policy \(/privacy-policy\)](#) | [Terms of Use \(/terms-of-use\)](#)

 (<https://www.linkedin.com/company/aspire-financial-services-llc>)

 (<https://twitter.com/AspireSmart>)

 (<https://www.facebook.com/Aspire.SmartRetirement/>)

**APEX BANK'S
EXHIBIT T**

Chart

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
US Federal Q2 uf 1	ASPIRE	RN: 4825477 SN: 86456195	October 6, 2015	Int'l Class: 36 (Int'l Class: 36) real estate rental services, namely, rental of residential housing; real estate management; leasing of real property	Lincoln Property Company (Texas Corporation) 2000 McKinney Avenue, Suite 1000, Dallas, Texas 75201 United States of America
US Federal Q2 uf 2	ASPIRE	RN: 4881335 SN: 86650516	January 5, 2016	Int'l Class: 36 (Int'l Class: 36) Rental of luxury apartments	135 Somerset Mews Intellectual Property, LLC (New Jersey Limited Liability Company) Suite 305 120 Albany Street, New Brunswick, New Jersey 08901 United States of America
US Federal Q2 uf 3	AMERICAN FREEDOM ASPIRE	RN: 5891411 SN: 88448909	October 22, 2019	Int'l Class: 36 (Int'l Class: 36) annuity underwriting	Great American Life Insurance Company (Ohio Corporation) 301 East Fourth Street, 8th Floor, Cincinnati, OH 45202 United States of America
US Federal Q2 uf 4	ASPIRE AUCTIONS	RN: 5186587 SN: 87202983	April 18, 2017	Int'l Class: 36 (Int'l Class: 36) Appraisal of personal property for others	Aspire Auctions, Inc., Dba Aspire Auctions (Ohio Corporation) 125 2310 Superior Ave. E, Cleveland, Ohio 44114 United States of America
US Federal Q2 uf 5	ASPIRE CAPITAL ADVISORS	RN: 6331340 SN: 88159707	April 27, 2021	Int'l Class: 36 (Int'l Class: 36) Investment management; Financial administration of	Aspire Capital Advisors LLC (Washington Limited Liability Company) 8041 Sunnyside


TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				retirement plans; Financial Planning; Financial Advice; Financial portfolio management; Insurance brokerage; Insurance consultation; Insurance information; Securities brokerage; Management of securities portfolios; Investment advice in the fields of personal finance, tax, securities, retirement planning, and college planning; Qualified retirement plan management, namely, financial planning for retirement	Ave N, Seattle, WA 98103 United States of America
US Federal Q2 of 6	ASPIRE ENERGY	RN: 5839894 SN: 86495969	August 20, 2019	Int'l Class: 35, 36, 39, 40 (Int'l Class: 35) Wholesale and retail store services featuring alternative fuel products, namely, propane and compressed natural gas; business consultation and promoting public awareness of the benefits of liquefied and compressed natural gas, as a transportation	Chesapeake Utilities Corporation (Delaware Corporation) 909 Silver Lake Boulevard, Dover, DE 19904 United States of America



TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				fuel; consultation in the field of energy efficiency; marketing services in the field of energy generation, production and distribution and procurement services, namely, purchasing of natural gas for others for sale to commercial and industrial customers; wholesale marketing services of natural gas, and alternative fuels of others (Int'l Class: 36) Energy brokerage services, namely, trading of energy, natural gas, propane, and natural gas liquids for others (Int'l Class: 39) Public utility services, namely, natural gas distribution to residential, commercial and industrial customers; storage, transmission and delivery of gas through pipelines; fuel delivery services featuring propane and compressed natural gas to residential, commercial and industrial users	

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				by truck or rail; propane distribution, transportation and bulk storage; and gathering of natural gas, namely, collecting for others of natural gas from the wellhead and transporting the natural gas and associated natural gas liquids to pipelines or end use markets (Int'l Class: 40) Processing of natural gas liquids and natural gas liquefaction services	
US Federal Q2 of 7	ASPIRE HEALTH	RN: 4665605 SN: 86008945	January 6, 2015	Int'l Class: 36 (Int'l Class: 36) Insurance administration; insurance claims administration; claims administration services in the field of health insurance, self-insured captive health insurance, and federal and state health care program; insurance claims processing	Montage Health (California Corporation) 23625 Holman Highway, MONTEREY, California 93940 United States of America
US Federal Q2 of 8	ASPIRE RESOURCES INC and Design	RN: 4249865 SN: 85591504	November 27, 2012	Int'l Class: 36 (Int'l Class: 36) Securities services, namely, the origination, purchase and	Aspire Resources Inc. (Iowa Corporation) 6775 Vista Dr, West Des Moines, Iowa 50266 United


TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				servicing of student loans	States of America
US Federal Q2 uf 9	ASPIRE RESOURCES INC	RN: 4249867 SN: 85591511	November 27, 2012	Int'l Class: 36 (Int'l Class: 36) Securities services, namely, the origination, purchase and servicing of student loans	Aspire Resources Inc. (Iowa Corporation) 6775 Vista Dr, West Des Moines, IA 50266 United States of America
US Federal Q2 uf 10	ASPIRE TO MONEY	RN: 5928738 SN: 88336395	December 3, 2019	Int'l Class: 36 (Int'l Class: 36) Financial information	Thinkerblox, LLC (California Limited Liability Company) 1655 Manitoba Dr., Sunnyvale, California 94087 United States of America
US Federal Q2 uf 11	ASPIRE UNIVERSAL	RN: 5085019 SN: 86783533	November 22, 2016	Int'l Class: 36 (Int'l Class: 36) Financial management; venture capital services, namely, providing financing to emerging and start-up companies	Aspire Ventures, LLC (Pennsylvania Limited Liability Company) 100 N. Queen St., Suite 300, LANCASTER, PA 17603 United States of America
US Federal Q2 uf 12	ASPIRE VENTURES	RN: 4681350 SN: 86309366	February 3, 2015	Int'l Class: 36 (Int'l Class: 36) Venture capital services, namely, providing financing to emerging and start-up companies	Aspire Ventures, LLC (Pennsylvania Limited Liability Company) 100 N. Queen St., Suite 300, LANCASTER, PA 17603 United States of America
US Federal Q2 uf 13	ASPIREVEST	RN: 4699320 SN: 86344058	March 10, 2015	Int'l Class: 36 (Int'l Class: 36) Financial services, namely, investment advice,	Roth, Daniel, Dba Aspirevest (United States Individual) 6th Floor 411 Lafayette Street, NEW YORK, New

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				investment management, investment consultation and investment of funds for others, including private and public equity and debt investment services	York 10003 United States of America
US Federal Q2 uf 14	ASPIREWEALTH PLANNERS	RN: 5151788 SN: 86601071	February 28, 2017	Int'l Class: 36 (Int'l Class: 36) Insurance agencies	The Penn Mutual Life Insurance Company (Pennsylvania Corporation) 600 Dresher Road, HORSHAM, Pennsylvania 19044 United States of America
US Federal Q2 uf 15	ASPYRE WEALTH PARTNERS	RN: 5891871 SN: 87654110	October 22, 2019	Int'l Class: 36, 41 (Int'l Class: 36) Financial and wealth management, and financial and estate planning services for low- and mid-net worth clients or investors (Int'l Class: 41) Career planning, namely, career counseling	Koesten Hirschmann & Crabtree, Inc. (Kansas Corporation) 10000 College Boulevard, Suite 200, Overland Park, Kansas 66210 United States of America
US Federal Q2 uf 16	AT&T ASPIRE	RN: 3799526 SN: 77884978	June 8, 2010	Int'l Class: 36 (Int'l Class: 36) Providing grants to high schools, school districts, school district foundations, colleges, universities and non-profit organizations	At&T Intellectual Property II, L.P., At&T Intellectual Property LLC., a Delaware Limited Liability Company (Nevada Limited Partnership) 645 EAST PLUMB LANE, Reno, Nevada 89502 United States of

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
					America
US Federal Q2 uf 17	B BERKLEY ASPIRE and Design 	RN: 5734665 SN: 87595811	April 23, 2019	Int'l Class: 36 (Int'l Class: 36) Insurance underwriting in the fields of non-admitted, excess and surplus commercial property and casualty lines	Berkley Insurance Company (Delaware Corporation) 475 Steamboat Road, Greenwich, CT 06830 United States of America
US Federal Q2 uf 18	BERKLEY ASPIRE	RN: 5734659 SN: 87592369	April 23, 2019	Int'l Class: 36 (Int'l Class: 36) Insurance underwriting in the fields of non-admitted, excess and surplus commercial property and casualty lines	Berkley Insurance Company (Delaware Corporation) 475 Steamboat Road, Greenwich, CT 06830 United States of America
US Federal Q2 uf 19	JOHN HANCOCK ASPIRE	RN: 6097945 SN: 88650960	July 7, 2020	Int'l Class: 36 (Int'l Class: 36) Insurance services, namely, issuing, administering, and underwriting life insurance; insurance underwriting and insurance administration services for life insurance programs that include a wellness program	John Hancock Life Insurance Company (U.S.A.) (Michigan Corporation) 200 Berkeley Street, BOSTON, Massachusetts 02117 United States of America
US Federal Q2 uf 20	WHAT DO YOU ASPIRE TO?	RN: 4881339 SN: 86650537	January 5, 2016	Int'l Class: 36 (Int'l Class: 36) Rental of luxury apartments	135 Somerset Mews Intellectual Property, LLC (New Jersey Limited Liability Company) Suite 305 120 Albany Street,

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
					New Brunswick, New Jersey 08901 United States of America
US State Q2 us 21	ASPIRE CHECKING	RN: NV 02258420196	May 14, 2019	Int'l Class: 36 (Int'l Class: 36) financial services	GREATER NEVADA CREDIT UNION 451 EAGLE STATION LN CARSON CITY, NV 89701 NV
US State Q2 us 22	ASPIRE CINCINNATI and Design 	RN: OH 2076646	January 19, 2012	Int'l Class: 35, 36, 42 (Int'l Class: 35, 36, 42) promoting corporation's fund raising, naming an award, other lawful pursuits	ASSISTANCE LEAGUE OF GREATER CINCINNATI META DRIVE CINCINNATI, OH 45237 OH
US State Q2 us 23	Aspire 	RN: CA 2005710	August 10, 2020	Int'l Class: 36 (Int'l Class: 36) Aspire is a checking account service at our financial institution.	Credit Union of Southern California 8101 East Kaiser Boulevard, Suite 300 Anaheim, CA 92808
US State Q2 us 24	ASPIRE CPA LLC	RN: WI 20180004105	December 12, 2018	Int'l Class: 36 (Int'l Class: 36) cpa firm providing income tax preparation, accounting and consulting services	ASPIRE CPA LLC 1223 W MAIN ST #282 SUN PRAIRIE, WI 53590
US State Q2 us 25	ASPIRE FINANCIAL	RN: ND 41058700	May 9, 2016	Int'l Class: 36 (Int'l Class: 36) retail & commercial banking, includes loans, checking, savings, money market deposit accounts.	HATTON BANCSHARES, INC. 902 28TH ST S STE 1 FARGO, ND 58103-8755 ND

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
US State Q2 us 26	ASPIRE FINANCIAL NATIONAL ASSOCIATION	RN: ND 42702500	March 6, 2017	Int'l Class: 36 (Int'l Class: 36) retail & commercial banking, including loans, checking, savings & money market deposits.	HATTON BANCSHARES, INC. 902 28TH ST S STE 1 FARGO, ND 58103-8755 ND
US State Q2 us 27	ASPIRE INSURANCE AGENCY	RN: KS 19547	May 18, 2021	Int'l Class: 36 (Int'l Class: 36) insurance agency	MARTY ROBBINS INSURANCE AGENCY, INC 4817 W. 157TH ST. OVERLAND PARK, KS 66224 KS
US State Q2 us 28	ASPIRE LENDING	RN: LA (No Registration Number)	May 4, 2012	Int'l Class: 36 (Int'l Class: 36) residential mortgages	ASPIRE FINANCIAL, INC. 4100 ALPHA ROAD, SUITE 400 DALLAS, TX 75244 TX
US State Q2 us 30	ASPIRE REALTY	RN: OK 12754519	May 19, 2019	(Local Class: 101) real estate services not limited to property management, lending, listing, real estate transactions	ASPIRE REALTY, LLC 11816 ASHFORD DR YUKON, OK 73099 OK
US State Q2 us 31	ASPIRE REALTY	RN: ND 46480700	January 8, 2019	Int'l Class: 36 (Int'l Class: 36) miscellaneous services and real estate (real estate agency & brokerage)	STERLING GRACE, INC. 2616 PYLE LN E WEST FARGO, ND 58078-5442 ND
US State Q2 us 32	ASPIRE SERVICING CENTER	RN: LA (No Registration Number)	January 13, 2015	Int'l Class: 36 (Int'l Class: 36) servicing of private and federal student	MARY KAY DEBOLT 6775 VISTA DRIVE WEST DES MOINES, IA

TM Record	Mark/Name	App. No./Reg. No.	Registration Date	Full Goods/Services	Owner Information
				loans	50266 IA
US State Q2 us 35	ASPIRE SERVICING CENTER	RN: ND 38552500	February 23, 2015	Int'l Class: 36 (Int'l Class: 36) servicing of private and federal student loans	ASPIRE RESOURCES INC. 6775 VISTA DR WEST DES MOINES, IA 50266-9305 IA
US State Q2 us 36	Aspire Servicing Center	RN: AZ 9138238	January 13, 2020	Int'l Class: 36 (Int'l Class: 36) Servicing of federal and private student loans.	Aspire Resources Inc. 6805 Vista Dr West Des Moines, IA 50266-9307 IA
US State Q1 us 37	aspire and Design 	RN: ID 27110	March 4, 2019	Int'l Class: 09 (Int'l Class: 09) Instant credit line and payment application	ASPIRE TECHNOLOGIES (THAILAND) CO., LTD. HEAD OFFICE, HOUSE NO. 1033-019753-3 LOCATED AT NO. 142, TWO PACIFIC PLACE, ROOM NO. 1406-1407, 14TH FLOOR, SUKHUMVIT ROAD, KLONGTOEY SUB-DISTRICT, KLONGTOEY DISTRICT THAILAND, AL 00000

**APEX BANK'S
EXHIBIT U**

United States of America
United States Patent and Trademark Office

ASPIRE

Reg. No. 4,825,477

Registered Oct. 6, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

LINCOLN PROPERTY COMPANY (TEXAS CORPORATION)
2000 MCKINNEY AVENUE, SUITE 1000
DALLAS, TX 75201

FOR: REAL ESTATE RENTAL SERVICES, NAMELY, RENTAL OF RESIDENTIAL HOUSING;
REAL ESTATE MANAGEMENT; LEASING OF REAL PROPERTY, IN CLASS 36 (U.S. CLS.
100, 101 AND 102).

FIRST USE 4-7-2008; IN COMMERCE 4-7-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-456,195, FILED 11-17-2014.

PRISCILLA MILTON, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America
United States Patent and Trademark Office

Aspire

Reg. No. 4,881,335

Registered Jan. 5, 2016

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

135 SOMERSET MEWS INTELLECTUAL PROPERTY, LLC (NEW JERSEY LIMITED LIABILITY COMPANY)
SUITE 305
120 ALBANY STREET
NEW BRUNSWICK, NJ 08901

FOR: RENTAL OF LUXURY APARTMENTS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-2014; IN COMMERCE 12-0-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-650,516, FILED 6-3-2015.

LINDA MICKLEBURGH, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AMERICAN FREEDOM ASPIRE

Reg. No. 5,891,411

Registered Oct. 22, 2019

Int. Cl.: 36

Service Mark

Principal Register

Great American Life Insurance Company (OHIO CORPORATION)
301 East Fourth Street, 8th Floor
Cincinnati, OHIO 45202

CLASS 36: annuity underwriting

FIRST USE 8-00-2015; IN COMMERCE 8-00-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 2944661, 3077243, 2944660

No claim is made to the exclusive right to use the following apart from the mark as shown:
"AMERICAN"

SER. NO. 88-448,909, FILED 05-28-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE AUCTIONS

Reg. No. 5,186,587

Registered Apr. 18, 2017

Int. Cl.: 36

Service Mark

Principal Register

ASPIRE AUCTIONS, INC. (OHIO CORPORATION), DBA ASPIRE AUCTIONS ,
125

2310 Superior Ave. E
Cleveland, OH 44114

CLASS 36: Appraisal of personal property for others

FIRST USE 12-1-2009; IN COMMERCE 12-1-2009

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY
PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"AUCTIONS"

SER. NO. 87-202,983, FILED 10-13-2016
MIDGE FAE BUTLER, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE CAPITAL ADVISORS

Reg. No. 6,331,340

Registered Apr. 27, 2021

Int. Cl.: 36

Service Mark

Principal Register

Aspire Capital Advisors LLC (WASHINGTON LIMITED LIABILITY COMPANY)

8041 Sunnyside Ave N
Seattle, WASHINGTON 98103

CLASS 36: Investment management; Financial administration of retirement plans; Financial Planning; Financial Advice; Financial portfolio management; Insurance brokerage; Insurance consultation; Insurance information; Securities brokerage; Management of securities portfolios; Investment advice in the fields of personal finance, tax, securities, retirement planning, and college planning; Qualified retirement plan management, namely, financial planning for retirement

FIRST USE 10-15-2018; IN COMMERCE 10-15-2018

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "CAPITAL ADVISORS"

SER. NO. 88-159,707, FILED 10-18-2018



Diana Hunt

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



United States of America

United States Patent and Trademark Office

ASPIRE ENERGY

Reg. No. 5,839,894

Registered Aug. 20, 2019

Int. Cl.: 35, 36, 39, 40

Service Mark

Principal Register

Chesapeake Utilities Corporation (DELAWARE CORPORATION)
909 Silver Lake Boulevard
Dover, DELAWARE 19904

CLASS 35: Wholesale and retail store services featuring alternative fuel products, namely, propane and compressed natural gas; business consultation and promoting public awareness of the benefits of liquefied and compressed natural gas, as a transportation fuel; consultation in the field of energy efficiency; marketing services in the field of energy generation, production and distribution and procurement services, namely, purchasing of natural gas for others for sale to commercial and industrial customers; wholesale marketing services of natural gas, and alternative fuels of others

FIRST USE 7-15-2016; IN COMMERCE 7-15-2016

CLASS 36: Energy brokerage services, namely, trading of energy, natural gas, propane, and natural gas liquids for others

FIRST USE 9-21-2017; IN COMMERCE 9-21-2017

CLASS 39: Public utility services, namely, natural gas distribution to residential, commercial and industrial customers; storage, transmission and delivery of gas through pipelines; fuel delivery services featuring propane and compressed natural gas to residential, commercial and industrial users by truck or rail; propane distribution, transportation and bulk storage; and gathering of natural gas, namely, collecting for others of natural gas from the wellhead and transporting the natural gas and associated natural gas liquids to pipelines or end use markets

FIRST USE 11-6-2015; IN COMMERCE 11-6-2015

CLASS 40: Processing of natural gas liquids and natural gas liquefaction services

FIRST USE 5-5-2015; IN COMMERCE 5-5-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "ENERGY"

SER. NO. 86-495,969, FILED 01-06-2015



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE HEALTH

Reg. No. 4,665,605

Registered Jan. 6, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

COMMUNITY HOSPITAL FOUNDATION (CALIFORNIA CORPORATION)
P.O. BOX HH
MONTEREY, CA 93942

FOR: INSURANCE ADMINISTRATION; INSURANCE CLAIMS ADMINISTRATION; CLAIMS ADMINISTRATION SERVICES IN THE FIELD OF HEALTH INSURANCE, SELF-INSURED CAPTIVE HEALTH INSURANCE, AND FEDERAL AND STATE HEALTH CARE PROGRAM; INSURANCE CLAIMS PROCESSING, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-1-2014; IN COMMERCE 1-1-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH", APART FROM THE MARK AS SHOWN.

SER. NO. 86-008,945, FILED 7-12-2013.

ASMAT KHAN, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

Aspire
RESOURCES INC

Reg. No. 4,249,865

Registered Nov. 27, 2012

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

ASPIRE RESOURCES INC. (IOWA CORPORATION)
6775 VISTA DR
WEST DES MOINES, IA 50266

FOR: SECURITIES SERVICES, NAMELY, THE ORIGINATION, PURCHASE AND SERVICING OF STUDENT LOANS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-2011; IN COMMERCE 12-0-2011.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INC", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDING ASPIRE RESOURCES INC IN STYLIZED FORMAT. THE WORD "ASPIRE" APPEARS ABOVE THE WORDS "RESOURCES INC". THE HORIZONTAL BAR IN THE "A" OF "ASPIRE" IS DEPICTED AS A RIBBON OR WAVE EXTENDING OUT AND TO THE LEFT OF "ASPIRE".

SER. NO. 85-591,504, FILED 4-6-2012.

DAVID H. STINE, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE RESOURCES INC

Reg. No. 4,249,867

ASPIRE RESOURCES INC. (IOWA CORPORATION)
6775 VISTA DR

Registered Nov. 27, 2012

WEST DES MOINES, IA 50266

Int. Cl.: 36

FOR: SECURITIES SERVICES, NAMELY, THE ORIGINATION, PURCHASE AND SERVICING OF STUDENT LOANS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 12-0-2011; IN COMMERCE 12-0-2011.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INC", APART FROM THE MARK AS SHOWN.

SER. NO. 85-591,511, FILED 4-6-2012.

DAVID H. STINE, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

Aspire To Money

Reg. No. 5,928,738

Registered Dec. 03, 2019

Int. Cl.: 36

Service Mark

Principal Register

ThinkerBlox, LLC (CALIFORNIA LIMITED LIABILITY COMPANY)
1655 Manitoba Dr.

Sunnyvale, CALIFORNIA 94087

CLASS 36: Financial information

FIRST USE 3-20-2019; IN COMMERCE 3-20-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-336,395, FILED 03-12-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE UNIVERSAL

Reg. No. 5,085,019

Aspire Ventures, LLC (PENNSYLVANIA LIMITED LIABILITY COMPANY)
48-50 W Chestnut Street, Suite 300
Lancaster, PA 17603

Registered Nov. 22, 2016

Int. Cl.: 36

CLASS 36: Financial management; venture capital services, namely, providing financing to emerging and start-up companies

Service Mark

FIRST USE 10-1-2015; IN COMMERCE 10-1-2015

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4681350

SER. NO. 86-783,533, FILED 10-09-2015
JAMES W STEIN, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIRE VENTURES

Reg. No. 4,681,350

ASPIRE VENTURES, LLC (PENNSYLVANIA LIMITED LIABILITY COMPANY)
48-50 W CHESTNUT STREET, SUITE 300
LANCASTER, PA 17603

Registered Feb. 3, 2015

Int. Cl.: 36

FOR: VENTURE CAPITAL SERVICES, NAMELY, PROVIDING FINANCING TO EMERGING AND START-UP COMPANIES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 8-15-2013; IN COMMERCE 8-15-2013.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "VENTURES", APART FROM THE MARK AS SHOWN.

SER. NO. 86-309,366, FILED 6-13-2014.

ALLISON SCHRODY, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

United States of America
United States Patent and Trademark Office

Aspirevest

Reg. No. 4,699,320

Registered Mar. 10, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

ROTH, DANIEL (UNITED STATES INDIVIDUAL), DBA ASPIREVEST
6TH FLOOR
411 LAFAYETTE STREET
NEW YORK, NY 10003

FOR: FINANCIAL SERVICES, NAMELY, INVESTMENT ADVICE, INVESTMENT MANAGEMENT, INVESTMENT CONSULTATION AND INVESTMENT OF FUNDS FOR OTHERS, INCLUDING PRIVATE AND PUBLIC EQUITY AND DEBT INVESTMENT SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-1-2014; IN COMMERCE 5-1-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-344,058, FILED 7-22-2014.

ANNE FARRELL, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPIREWEALTH PLANNERS

Reg. No. 5,151,788

Registered Feb. 28, 2017

Int. Cl.: 36

Service Mark

Principal Register

The Penn Mutual Life Insurance Company (PENNSYLVANIA CORPORATION)
600 Dresher Road
Horsham, PA 19044

CLASS 36: Insurance agencies

FIRST USE 7-17-2015; IN COMMERCE 7-17-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "PLANNERS"

SER. NO. 86-601,071, FILED 04-17-2015
BRITTANY ANN ESTELL, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

ASPYRE WEALTH PARTNERS

Reg. No. 5,891,871

Registered Oct. 22, 2019

Int. Cl.: 36, 41

Service Mark

Principal Register

Koesten Hirschmann & Crabtree, Inc. (KANSAS CORPORATION)
10000 College Boulevard, Suite 200
Overland Park, KANSAS 66210

CLASS 36: Financial and wealth management, and financial and estate planning services for low- and mid-net worth clients or investors

FIRST USE 8-22-2018; IN COMMERCE 8-22-2018

CLASS 41: Career planning, namely, career counseling

FIRST USE 8-22-2018; IN COMMERCE 8-22-2018

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "WEALTH PARTNERS"

SER. NO. 87-654,110, FILED 10-20-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

AT&T ASPIRE

Reg. No. 3,799,526

Registered June 8, 2010

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

AT&T INTELLECTUAL PROPERTY II, L.P. (NEVADA LIMITED PARTNERSHIP)
645 EAST PLUMB LANE
RENO, NV 89502

FOR: PROVIDING GRANTS TO HIGH SCHOOLS, SCHOOL DISTRICTS, SCHOOL DISTRICT FOUNDATIONS, COLLEGES, UNIVERSITIES AND NON-PROFIT ORGANIZATIONS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-17-2008; IN COMMERCE 4-17-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,296,936, 1,970,579 AND OTHERS.

SER. NO. 77-884,978, FILED 12-3-2009.

ELLEN BURNS, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

 | Berkley Aspire

Reg. No. 5,734,665

Berkley Insurance Company (DELAWARE CORPORATION)
475 Steamboat Road
Greenwich, CONNECTICUT 06830

Registered Apr. 23, 2019

Int. Cl.: 36

CLASS 36: Insurance underwriting in the fields of non-admitted, excess and surplus commercial property and casualty lines

Service Mark

FIRST USE 1-31-2019; IN COMMERCE 1-31-2019

Principal Register

The mark consists of a lower case "B" with an owl head in the center next to a vertical line followed by the words "BERKLEY" and "ASPIRE".

SER. NO. 87-595,811, FILED 09-05-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

BERKLEY ASPIRE

Reg. No. 5,734,659

Berkley Insurance Company (DELAWARE CORPORATION)
475 Steamboat Road
Greenwich, CONNECTICUT 06830

Registered Apr. 23, 2019

Int. Cl.: 36

CLASS 36: Insurance underwriting in the fields of non-admitted, excess and surplus commercial property and casualty lines

Service Mark

FIRST USE 1-31-2019; IN COMMERCE 1-31-2019

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-592,369, FILED 08-31-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office

JOHN HANCOCK ASPIRE

Reg. No. 6,097,945

Registered Jul. 07, 2020

Int. Cl.: 36

Service Mark

Principal Register

John Hancock Life Insurance Company (U.S.A.) (MICHIGAN CORPORATION)
200 Berkeley Street
Boston, MASSACHUSETTS 02117

CLASS 36: Insurance services, namely, issuing, administering, and underwriting life insurance; insurance underwriting and insurance administration services for life insurance programs that include a wellness program

FIRST USE 10-28-2019; IN COMMERCE 10-28-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4328451, 1287236, 4403135

The name "JOHN HANCOCK" does not identify a living individual.

SER. NO. 88-650,960, FILED 10-11-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office



United States of America

United States Patent and Trademark Office

What do you Aspire to?

Reg. No. 4,881,339

Registered Jan. 5, 2016

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

135 SOMERSET MEWS INTELLECTUAL PROPERTY, LLC (NEW JERSEY LIMITED LIABILITY COMPANY)
SUITE 305
120 ALBANY STREET
NEW BRUNSWICK, NJ 08901

FOR: RENTAL OF LUXURY APARTMENTS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-2014; IN COMMERCE 12-0-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-650,537, FILED 6-3-2015.

LINDA MICKLEBURGH, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADE MARK DETAILS**MARK INFORMATION****Mark Number :**

E0225842019-6

Registration Date :

05/14/2019

Mark Name :

ASPIRE CHECKING

Mark Type :

Service Mark

Logo Key Word :**Renewal Date :**

05/14/2024

Mark Class :

102. Financial and insurance.

Mark Status :

Active

Applicant/Owner Name :

GREATER NEVADA CREDIT UNION

State of Incorporation :

Nevada

Business Address :

451 EAGLE STATION LN, CARSON CITY, NV, 89701

Mailing Address :

451 EAGLE STATION
LN, CARSON CITY,
NV, 89701

USE OF MARK

Date of First Use in NV :	12/01/2011	First Use Date Anywhere :	12/01/2011
Description of Goods and Services :	FINANCIAL SERVICES		

MODE OR MANNER OF USE

Use Manner Type

Use Manner Other

[Filing History](#)

[Owner History](#)

[Back](#)

[Return to Search](#)

[Return to Results](#)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/26/2012	201202500846	SERVICE MARK/ORIGINAL FILING (SMO)	125.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

SHERRILL HONDORF
4490 HARTMAN LANE
BATAVIA, OH 45103

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2076646

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
**"STYLIZED CAPITAL "A" THE LEFT LEG OF THE "A" IS THIN, RIGHT LEG IS THICK WITH
THE LETTERS "SPIRE" FOLLOWING THE "A"..."**

Document(s)

Document No(s):

SERVICE MARK/ORIGINAL FILING

201202500846

PERSONAL, SOCIAL AND SECURITY

ASSISTANCE LEAGUE OF GREATER

Registrant's State of Inc.: OH

CINCINNATI

Date of First Use: 08/15/2011

1057 META DRIVE

Date of First Use in Ohio: 08/15/2011

CINCINNATI, OH 45237

Expiration Date: 01/19/2022



Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 19th day of January,
A.D. 2012.

United States of America
State of Ohio
Office of the Secretary of State

Ohio Secretary of State



California Secretary of State
Electronic Filing



Trademark/Service Mark - Application for Registration

Type of Mark:	Service Mark
Name of Owner (Registrant):	Credit Union of Southern California
Registration Number:	02005710
Classification Code(s):	36
File Date:	08/10/2020

Detailed Filing Information

1. Application for Registration of: Service Mark
2. Owner (Registrant) Information:
 - a. Name of Owner (Registrant): Credit Union of Southern California
 - b. Business Address: 8101 East Kaiser Boulevard, Suite 300, Anaheim, CA, 92808, US
 - c. Declaration of Ownership:

Registrant declares that the Registrant is the owner of the mark, that the mark is in use, and that to the Registrant's knowledge, no other person has registered the mark in this state, or has the right to use the mark, either in the identical form or in such near resemblance as to be likely, when applied to the goods or services of the other person, to cause confusion, to cause mistake, or to deceive.
 - d. Business Structure: Corporation
California
 - e. Name of General Partner(s): None
3. Description of Mark:

Aspire

See drawing page attached and incorporated by reference.

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.



California Secretary of State Electronic Filing

4. Design Code(s):

5. Disclaimer:

6. Date of First Use of Mark

a. Date Mark was First Used Anywhere: 06/23/2020

b. Date Mark was First Used in California: 06/23/2020

7. Identification of Goods or Products/Services:

a. List specific Goods or Products/Services:

Aspire is a checking account service at our financial institution.

b. Classification Code(s): 36

8. U.S. Patent and Trademark Information

a. File Date:

b. Serial/File Number:

c. Status of Application:

d. If Refused, Why?:

9. How is the Mark Used:

On Business Signs, On Advertising Brochures, On Advertising Leaflets, Advertisement/Branding On Webpage, Other

Letters

10. Type of Specimen:

Other

Letter to prospective members (customers)

See Specimen attached and incorporated by reference.

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.



California Secretary of State Electronic Filing

11. Authorized Representative: Yes

Declaration of Accuracy and Signature

I declare that all the foregoing information contained in this Application is accurate, true and correct and that I am authorized to sign this Application. I understand that if I willfully state in the Application any material fact that I know to be false, I will be subject to a civil penalty of not more than ten thousand dollars (\$10,000.00).

Registrant or Authorized Representative: Daniel Joe Castaneda

Date Electronically Signed: 08/10/2020

The remainder of this page is intentionally left blank.

State of Wisconsin



Department of Financial Institutions

To All to Whom These Presents Shall Come, Greetings!

I, Kathy Blumenfeld, Secretary of the Wisconsin Department of Financial Institutions, do hereby certify that pursuant to Chapter 132 of the Wisconsin Statutes,

ASPIRE CPA LLC

has filed for record in this department, on December 12, 2018 a statement of adoption of the Trademark

ASPIRE CPA LLC

Registration ID: 20180004105

This registration expires December 12, 2028, unless revoked for sooner for cause.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on September 23, 2021.

Kathy Blumenfeld

Kathy Blumenfeld, Secretary

Department of Financial Institutions

ASPIRE FINANCIAL

Trade Name

<i>Filing Type</i>	Trade Name
<i>Status</i>	Inactive - Expired
<i>Inactive Date</i>	05/10/2021
<i>Owner Name</i>	Aspire Bancshares, Inc.
<i>Owner Address</i>	5195 45TH ST S FARGO, ND 58104-3339
<i>Nature of Business</i>	RETAIL & COMMERCIAL BANKING, INCLUDES LOANS, CHECKING, SAVINGS, MONEY MARKET DEPOSIT ACCOUNTS.
<i>Term of Duration</i>	Expires - 5 years
<i>Initial Filing Date</i>	05/09/2016
<i>Expiration Date</i>	05/09/2021
<i>Principal Address</i>	902 28TH ST S STE 1 FARGO, ND 58103-8755
<i>Mailing Address</i>	902 28TH ST S STE 1 FARGO, ND 58103-8755

ASPIRE FINANCIAL NATIONAL ASSOCIATION

Trade Name

<i>Filing Type</i>	Trade Name
<i>Status</i>	Inactive - Voluntary
<i>Inactive Date</i>	05/02/2019
<i>Owner Name</i>	Aspire Bancshares, Inc.
<i>Owner Address</i>	5195 45TH ST S FARGO, ND 58104-3339
<i>Nature of Business</i>	RETAIL & COMMERCIAL BANKING, INCLUDING LOANS, CHECKING, SAVINGS & MONEY MARKET DEPOSITS.
<i>Term of Duration</i>	Expires - 5 years
<i>Initial Filing Date</i>	03/06/2017
<i>Expiration Date</i>	03/06/2022
<i>Principal Address</i>	902 28TH ST S STE 1 FARGO, ND 58103-8755
<i>Mailing Address</i>	902 28TH ST S STE 1 FARGO, ND 58103-8755

Trademark / Service-mark Search Details

Detail Information**Date:** 9/23/2021

Name / Design / Logo :ASPIRE INSURANCE AGENCY

Number:19547

Owner Name:MARTY ROBBINS INSURANCE AGENCY, INC

Mailing Address:4817 W. 157TH ST., OVERLAND PARK, KS, 66224

Mailing Address:**Status:**

Active

Type:Service-mark

Original File Date:

5/18/2021

Last Updated:5/18/2021

First Used in Kansas:

10/14/2010

First Used Elsewhere:10/14/2010

Assignment:

No

Assign Date:

Termination or Expiration Date:

Class Code and Category of Services: Contact the Secretary of State for the application and certification.

[New Search](#)[Back To Search Results](#)

If you have questions about the information displayed, please contact our office at (785) 296-4564.

R. Kyle Ardoin
Secretary of State

**State of
Louisiana
Secretary of
State**

COMMERCIAL DIVISION
225.925.4704



Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Trade Name Details

Type(s) Registered: TRADE NAME
Registered Name: ASPIRE LENDING
Applicant: ASPIRE FINANCIAL, INC.
4100 ALPHA ROAD
SUITE 400
DALLAS, TX 75244
Type Of Business: RESIDENTIAL MORTGAGES
Book #: 63-6791
Current Status: ACTIVE

Dates

Registration Date: 5/4/2012
Expiration Date: 5/4/2022
Date First Used: 11/9/2011
Date First Used (in La.): 1/23/2012

Current Classes

No Current Classes

Expired Classes

No Expired Classes

Amendments On File

No Amendments on file

Print

Information for selected Trademark

You may amend or order copies or inquiries on line for an existing Trademark.

You may search by registration number, if known, or search by a word description.

Trademark Information

Registration Number:	12754519
Description:	REAL ESTATE SERVICES NOT LIMITED TO PROPERTY MANAGEMENT, LENDING, LISTING, REAL ESTATE TRANSACTIONS
Registration Date:	5/19/2019
Current status:	Cancelled
Trademark Class:	<ul style="list-style-type: none">Advertising and business

Orders available for this trademark:

- Online Inquiry
- Certified Copies
- Copies

[Order Documents](#)

New Search

ASPIRE REALTY

Trade Name

<i>Filing Type</i>	Trade Name
<i>Status</i>	Active
<i>Owner Name</i>	STERLING GRACE, INC.
<i>Owner Address</i>	4150 19TH AVE S UNIT 302 FARGO, ND 58103
<i>Nature of Business</i>	MISCELLANEOUS SERVICES AND REAL ESTATE (REAL ESTATE AGENCY & BROKERAGE)
<i>Term of Duration</i>	Expires - 5 years
<i>Initial Filing Date</i>	01/08/2019
<i>Expiration Date</i>	01/08/2024
<i>Principal Address</i>	2616 PYLE LN E WEST FARGO, ND 58078-5442
<i>Mailing Address</i>	2616 PYLE LN E WEST FARGO, ND 58078-5442

R. Kyle Ardoin
Secretary of State

**State of
Louisiana
Secretary of
State**



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Trade Name Details

Type(s) Registered: TRADE NAME

Registered Name: ASPIRE SERVICING CENTER

Applicant: MARY KAY DEBOLT
6805 VISTA DRIVE
WEST DES MOINES, IA 50266

Type Of Business: SERVICING OF PRIVATE AND FEDERAL STUDENT LOANS

Book #: 65-6398

Current Status: ACTIVE

Dates

Registration Date: 1/13/2015

Expiration Date: 1/13/2025

Date First Used: 1/13/2015

**Date First Used (in
La.):** 1/13/2015

Current Classes

No Current Classes

Expired Classes

No Expired Classes

Amendments On File

No Amendments on file

Print

ASPIRE SERVICING CENTER

Trade Name

<i>Filing Type</i>	Trade Name
<i>Status</i>	Active
<i>Owner Name</i>	ASPIRE RESOURCES INC.
<i>Owner Address</i>	6805 VISTA DR CARRIE VOORHEES WEST DES MOINES, IA 50266- 9307
<i>Nature of Business</i>	SERVICING OF PRIVATE AND FEDERAL STUDENT LOANS
<i>Term of Duration</i>	Expires - 5 years
<i>Initial Filing Date</i>	02/23/2015
<i>Expiration Date</i>	02/23/2025
<i>Principal Address</i>	6805 VISTA DR CARRIE VOORHEES WEST DES MOINES, IA 50266- 9307
<i>Mailing Address</i>	6805 VISTA DR Carrie Voorhees WEST DES MOINES, IA 50266- 9307



(<https://azsos.gov/about-office/contact-us>)

(<https://twitter.com/SecretaryHobbs>)

(<https://www.facebook.com/SecretaryHobbs>)

(<https://www.instagram.com/azsecretaryhobbs/>)

(<https://az.gov/>)



Entity Search

Back

File ID:

9138238

Name:

Aspire Servicing Center

Business Address:

6805 Vista Dr
West Des Moines, Iowa
50266-9307

Mailing Address:

6805 Vista Dr
West Des Moines, Iowa
50266-9307

Phone:

877-855-1119

Nature of Business:

Servicing of federal and private student loans.

Date of First Use:

January 1, 2015

Date Registered:

January 13, 2020

Expiration Date:

January 13, 2025

Applicants:

Aspire Resources Inc.

Iowa Corporation

Registration Information:

Registration January 13,
Received: 2020

Expires: January 13,
2025

Correspondence History:

Trade Name Amendment: Filed: December 9,
2020

Trade Name Application: Filed: January 13, 2020

Back

v0.2021.0908.6821 b1

[Website Policies \(https://www.azsos.gov/website-policies\)](https://www.azsos.gov/website-policies) | [Contact Us \(https://www.azsos.gov/about-office/contact-us\)](https://www.azsos.gov/about-office/contact-us)

© 2021 - Arizona Secretary of State, All Rights Reserved

State of Idaho

Office of the Secretary of State

CERTIFICATE REGISTRATION OF TRADEMARK-SERVICE MARK STATE OF IDAHO

I, LAWRENCE DENNEY, Secretary of State of Idaho and custodian of the records of Trademarks and Service Marks, do hereby certify to the following Trademark/Service Mark Registration filed on March 4, 2019.

Name of Registrant: **ASPIRE TECHNOLOGIES (THAILAND) CO., LTD.**

Business Address: **HEAD OFFICE, HOUSE NO. 1033-019753-3 LOCATED AT NO BANGKOK, 10110 THAILAND**

File Number: **027110**

State of Domestication: **IDAHO**

Class: **International 9**

First Use in Idaho: **09/04/2018**

First Use Anywhere: **09/04/2018**

Expiration: **03/04/2029**

Goods or Services with which mark is used:

Instant credit line and payment application

Registered Trademark-Service Mark:

aspire

Reproduction of the mark:




Lawrence Denney
Secretary of State

Processed by: Business Division

**APEX BANK'S
EXHIBIT V**



Deposition of:
30(b)(6) Santiago Cuccarese

April 20, 2021

In the Matter of:
CC Serve Corporation v. Apex Bank

Veritext Legal Solutions

800.808.4958 | calendar-atl@veritext.com | 770.343.9696

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3
4 CC Serve Corporation,) Opposition No.: 91254295
5 Opposer,)
6 vs.)
7 Apex Bank,)
8 Applicant.)

9
10 30(b)(6) DEPOSITION OF APEX BANK THROUGH:
11 Santiago Cuccarese

12
13 April 20, 2021
14 9:01 a.m.

15
16 All Parties Appeared via Zoom Video Conferencing

17
18 Melissa M. Whitlock, CCR, CVR
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

THE COURT REPORTER: The attorneys participating in this deposition acknowledge that I am not physically present in the deposition room, and that I will be reporting this deposition remotely. They further acknowledge that in lieu an oath administered in person, the witness will verbally declare his testimony in this matter is under penalty of perjury. The parties and their counsel consent to this arrangement and waive any objections to this manner of reporting.

Please indicate your agreement by stating your name and your agreement on the record.

MR. CROSBY: Clint Crosby, and I concur.

MR. PADGETT: Austin Padgett. I concur as well.

MS. RUSSELL: Susan Russell. I concur.

THE COURT REPORTER: Okay. Thank you.

[Santiago Cuccarese is duly sworn by the court reporter.]

SANTIAGO CUCCARESE,

Having Been First Duly Sworn, was Examined

And Testifies as Follows:

EXAMINATION

BY MR. PADGETT:

1 how Aspire Bank is related to -- Apex Bank owns the
2 Aspire Bank trademark application, but how is Aspire
3 Bank related to Apex Bank? Is it a division, a
4 separate entity, what is it?

5 A. A division.

6 Q. A division. And what does Aspire Bank, as a
7 division, do or plan to do within Apex Bank?

8 A. Aspire Bank is not live. The intention for
9 Aspire Bank is to be a digital deposit-gathering
10 interface.

11 Q. Okay. What does that mean?

12 A. It means that we're going to solicit deposits
13 via Aspire Bank.

14 Q. Okay. Will it operate -- is the intention
15 that it operates like just another bank separate from
16 Apex Bank?

17 A. It would be digit -- again, it will operate
18 -- it will be an -- what is called an internet bank.
19 It won't -- at the very -- it won't have offices. I'm
20 sorry. The plan, at the beginning, is not to have
21 offices. And it will focus on targeting high-income
22 customers and -- that are looking for an FDIC bank and
23 most -- most importantly, the FDIC insurance for their
24 deposits.

25 Q. Okay. Would customers of Aspire Bank also be

1 A. No.

2 Q. Okay. So the intention in the online bank is
3 that the online bank will provide financing services,
4 which we talked about were loans; is that correct?

5 A. The intention of the online bank is to raise
6 deposits.

7 Q. Will it give -- will it provide loans under
8 the Aspire Bank name?

9 A. There are no plans at the time.

10 Q. Okay. What steps have been taken to
11 initiate, you know, rolling this out to the public?

12 A. None yet besides preliminary discussions.

13 Q. At this point, are there any plans for
14 physical, brick-and-mortar locations, bank branches?

15 A. Branded Apex or Aspire?

16 Q. Oh, sorry. Aspire Bank.

17 A. No.

18 Q. I should ask, does Apex Bank, under that name
19 -- you mentioned it has retail location -- physical
20 branches; correct?

21 A. Yes.

22 Q. Does it have online banking?

23 A. It provides basic online and bill-pay
24 services through its website, apexbank.com.

25 Q. Will Apex use the Aspire Bank name to do

1 anything more than those things for online banking?

2 A. The focus of Aspire is to raise deposits.

3 That's the whole intention at this point.

4 Q. Okay. Can you help me understand what you
5 mean by raise deposits?

6 A. Sure. It's advertised a specific deposit
7 product like a CD or a money market or any other term
8 deposit, and direct that advertising to the target
9 market. That is intended to be affluent people that
10 has the need to place funds on an FDIC-insured
11 institution.

12 Q. Sure. And why would they put their deposit
13 there? What advantage would they have?

14 A. Their company could need it and the FDIC
15 insurance over direct deposits.

16 Q. I see. And I'm speaking from just regular
17 consumer banking, you would be offering savings
18 accounts?

19 A. And money market accounts was the intention.
20 Yes.

21 Q. Okay. I understand. Will any credit
22 products be offered under the Aspire Bank name?

23 A. It's not part of the plan.

24 Q. Okay. Will any credit cards be offered under
25 the Aspire Bank name?

1 A. Not part of the plan.

2 Q. Okay. Will Apex Bank ever run for its Aspire
3 Bank customers -- let me back up.

4 How will Apex Bank know that these are
5 high-income individuals?

6 A. Advertising will be targeted. And because of
7 the minimum requirement for account opening, we will
8 usually be a little bit higher. And let me clarify
9 that this is -- Aspire has a minimum balance
10 requirement. There's nothing set because there's no
11 real product set.

12 Q. Okay. So it has not been set yet?

13 A. Aspire Bank is not live, so there's no
14 product set.

15 Q. Sure. Is there any idea as to the range of
16 the minimum balance requirement?

17 A. There is no -- because of how COVID's changed
18 the market, you will notice that there's a new -- not
19 a whole lot of deposit advertising outside, so that's
20 not -- that's not a priority discussion that we have
21 at the time.

22 Q. Understood. When a customer opens an
23 account, an Aspire Bank branded account, would the
24 bank ever run their credit score?

25 A. There's no Aspire Bank product, but no.

1 A. I did share the findings on this Aspire Bank.
2 I did share the findings with my team.

3 Q. Was there any document talking about this
4 North Dakota bank internally?

5 A. Not really.

6 Q. Was it ever shared with senior management or,
7 you know, the executive suite, I should say?

8 Q. I probably had a -- had an initial discussion
9 -- internal discussion with them, with my CEO, but
10 it's -- it -- we -- again, even though it's -- it's
11 another bank, their geographic focus is so different
12 than ours that we don't see why it would be a problem.
13 In the banking industry, you have several financial
14 institutions across different states using similar
15 names. Like, there are First Banks everywhere, Star
16 Banks everywhere, or City Banks, et cetera.

17 Q. I see. We'll be done with 13 and move on to
18 14. And when you have 14 open, do you recognize
19 Exhibit 14?

20 A. This is -- these are screenshots of another
21 use of the Aspire Bank name.

22 (Exhibit 14 is marked for identification.)

23 Q. (By Mr. Padgett) Got it. And let's see. At
24 the top of the page, do you see when that Aspire -- or
25 the website capture was taken?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

STATE OF GEORGIA:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the colloquy, questions, and answers thereto were reduced to typewriting under my direction; that the foregoing pages 7 through 74 represent a true, complete, and correct transcript of the evidence given.

The above certification is expressly withdrawn and denied upon the disassembly or photocopying of the foregoing transcript, unless said disassembly or photocopying is done under the auspices of Veritext and the signature and original seal is attached thereto.

I further certify that I am not related to or are of counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in any way interested in the result of said case.

This, the 5th day of May 2021.



Melissa M. Whitlock, CCR, CVR

**APEX BANK'S
EXHIBIT W**

West's Annotated Code of Virginia

Title 6.2. Financial Institutions and Services (Refs & Annos)

Subtitle II. Depository Institutions and Trust Organizations (Refs & Annos)

Chapter 8. Banks (Refs & Annos)

Article 15. Banking Offenses (Refs & Annos)

VA Code Ann. § 6.2-939
Formerly cited as VA ST § 6.1-112

§ 6.2-939. Unlawful use of terms indicating that business is bank; penalty

Effective: October 1, 2010
[Currentness](#)

A. A person not authorized to engage in the banking business in the Commonwealth by the provisions of this title or under the laws of the United States, shall not (i) use any office sign having thereon any name or other words indicating that any such office is the office of a bank; (ii) use or circulate any letterheads, billheads, blank notes, blank receipts, certificates, circulars, or any written or printed paper, having thereon any name or word indicating that such person is a bank; or (iii) use the word “bank,” “banking,” “banker,” or “trust,” or the equivalent thereof in any foreign language, or the plural thereof in connection with any business other than a banking business.

B. The foregoing prohibitions shall not apply to use by a bank holding company, as defined in § 6.2-800, of the word “bank,” “banks,” “banking,” “banker,” “trust,” or the equivalent thereof in its name, or of a name similar to that of a subsidiary bank of such bank holding company.

C. The use of the above-mentioned words in the name of, or in connection with, any other business shall not be prohibited if the context or remaining words show clearly and definitely that the business is not a bank, and is not carrying on a banking business.

D. Any person violating the provisions of this section, either individually or as an interested party, is guilty of a Class 6 felony.

Credits

Acts 2010, c. 794, eff. Oct. 1, 2010.

VA Code Ann. § 6.2-939, VA ST § 6.2-939

Current through End of the 2021 Regular Session and 2021 Sp. Sess. I and includes 2021 Sp. Sess. II, c. 1

West's Code of Georgia Annotated
Title 7. Banking and Finance
Chapter 1. Financial Institutions (Refs & Annos)
Article 2. Banks and Trust Companies (Refs & Annos)
Part 1. General Matters (Refs & Annos)

Ga. Code Ann., § 7-1-243

§ 7-1-243. Restrictions on banking and trust nomenclature

Effective: July 1, 2021

[Currentness](#)

(a) Except as provided in subsection (c) of this Code section, no person or corporation except a bank, a national bank, a bank as defined in [Code Section 7-1-628.1](#), a corporation lawfully owning the majority of the voting stock of a bank, a national bank, or a bank as defined in [Code Section 7-1-628.1](#), or a subsidiary of such bank, national bank, bank as defined in [Code Section 7-1-628.1](#), or corporation shall use the words “bank,” “banker,” “banking company,” “banking house,” or any other similar name indicating that the business done is that of a bank upon any sign at its place of business or elsewhere, or upon any of its letterheads, billheads, blank checks, blank notes, receipts, certificates, circulars, advertisements, or any other written or printed matter.

(a.1) Except as provided in subsection (c) of this Code section, no person or corporation except a credit union, a federal credit union, or credit union chartered by another state whose deposits are federally insured, or a subsidiary of such credit union, federal credit union, or credit union chartered by another state whose deposits are federally insured shall use the words “credit union,” or any other similar name indicating that the business done is that of a credit union upon any sign at its place of business or elsewhere, or upon any of its letterheads, billheads, blank checks, blank notes, receipts, certificates, circulars, advertisements, or any other written or printed matter.

(b) Except as provided in subsection (c) of this Code section, no person or corporation except:

(1) A corporation lawfully authorized to exercise trust powers or any subsidiary thereof;

(2) A corporation lawfully owning the majority of the voting stock of any corporation authorized to exercise trust powers, or any subsidiary of such owner corporation;

(3) An enterprise whose structure is in the nature of a trust where the trustees include a corporation lawfully authorized to exercise trust powers in this state; or

(4) An eleemosynary institution

shall use the words “trust” or “trust company” or any similar name indicating that the business done is that of a trust company upon any sign at its place of business or elsewhere, or upon any of its letterheads, billheads, blank checks, blank notes, receipts, certificates, circulars, advertisements, or any other written or printed matter.

(c) Nothing in this Code section shall be construed to:

(1) Prevent the use of the words “banks,” “banker,” “banking,” “banker’s,” “trust,” or any similar word in a context clearly not purporting to refer to a banking or a trust business or to a business primarily engaged in the lending of money, underwriting or sale of securities, acting as a financial planner, financial service provider, investment or trust adviser, or acting as a loan broker;

(1.1) Prevent the use of the words “credit union,” or any similar word in a context clearly not purporting to refer to a credit union or to a business primarily engaged in the lending of money, or accepting shares or deposits or acting as a loan broker;

(2) Prohibit advertisement in media distributed in or transmitted into this state by persons or corporations lawfully engaged in the banking, credit union, or trust business outside of this state; or

(3) Prevent any person or corporation from continuing to use its name legally in use on April 1, 1989.

(d) The department shall advise the Secretary of State of any corporate name or proposed corporate name it deems to be inconsistent with this Code section.

Credits

Laws 1927, p. 344, §§ 1, 2; Laws 1974, p. 463, § 1; Laws 1974, p. 705, § 1; Laws 1978, p. 1717, § 3; Laws 1981, p. 1366, § 5; Laws 1989, p. 1257, § 2; Laws 1999, p. 674, § 3; [Laws 2009, Act 31, § 4, eff. July 1, 2009](#); [Laws 2010, Act 624, § 7, eff. June 3, 2010](#); [Laws 2018, Act 339, § 4, eff. May 3, 2018](#); [Laws 2021, Act 174, § 3, eff. July 1, 2021](#).

Formerly Code 1933, § 109-502; Code 1933, § 41A-1104.

Ga. Code Ann., § 7-1-243, GA ST § 7-1-243

The statutes and Constitution are current through legislation passed at the 2021 Regular Session of the Georgia General Assembly. The statutes are subject to changes by the Georgia Code Commission.

West's Utah Code Annotated
Title 7. Financial Institutions Act
Chapter 1. General Provisions (Refs & Annos)
Part 7. Authorization Required to Conduct Business

U.C.A. 1953 § 7-1-701

§ 7-1-701. Representing and transacting business as financial institution restricted--Restricted names--Penalty

Currentness

(1) As used in this section, “transact business” includes:

- (a) advertising;
- (b) representing oneself in any manner as being engaged in transacting business;
- (c) registering an assumed name under which to transact business; or
- (d) using an assumed business name, sign, letterhead, business card, promotion, or other indication that one is transacting business.

(2) Unless authorized by the department or an agency of the federal government to do so, it is unlawful for a person to:

- (a) transact business as a:
 - (i) bank;
 - (ii) savings and loan association;
 - (iii) savings bank;
 - (iv) industrial bank;
 - (v) credit union;
 - (vi) trust company; or

West's Utah Code Annotated
Title 7. Financial Institutions Act
Chapter 22. Regulation of Independent Escrow Agents

U.C.A. 1953 § 7-22-102

§ 7-22-102. Authorization required

Currentness

Without prior authorization by the department, no person may perform escrow services, offer to perform escrow services, advertise that it performs escrow services, use the word “escrow” in a business name, or do any other thing that might reasonably cause anyone to believe that the person performs escrow services.

Credits

Laws 1991, c. 133, § 22.

U.C.A. 1953 § 7-22-102, UT ST § 7-22-102

Current through 2021 First Special Session.

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.

West's Revised Code of Washington Annotated
Title 30a. Washington Commercial Bank Act (Refs & Annos)
Chapter 30A.04. General Provisions

West's RCWA 30A.04.020
Formerly cited as 30.04.020

30A.04.020. Use of words indicating bank or trust company--Penalty

Effective: January 5, 2015
Currentness

(1) The name of every bank shall contain the word “bank” and the name of every trust company shall contain the word “trust,” or the word “bank.” Except as provided in [RCW 33.08.030](#) or as otherwise authorized by this section or approved by the director, only a national bank, federal savings bank, a bank or trust company, savings bank under Title 32 RCW, bank holding company or financial holding company, a holding company authorized by this title or Title 32 RCW, or a foreign or alien corporation or other legal person authorized by this title to do so, shall:

(a) Use as a part of his or her or its name or other business designation, as a prominent syllable within a word comprising all or a portion of its name or other business designation, or in any manner as if connected with his or her or its business or place of business any of the following words or the plural thereof, to wit: “bank,” “banking,” “banker,” “bancorporation,” “bancorp,” or “trust,” or any foreign language designations thereof, including, by way of example, “banco” or “banque.”

(b) Use any sign, logo, or marketing message, in any media, or use any letterhead, billhead, note, receipt, certificate, blank, form, or any written, printed, electronic or internet-based instrument or material representation whatsoever, directly or indirectly indicating that the business of such person is that of a bank or trust company.

(2) A foreign corporation or other foreign domiciled legal person, whose name contains the words “bank,” “banker,” “banking,” “bancorporation,” “bancorp,” or “trust,” or the foreign language equivalent thereof, or whose articles of incorporation empower it to engage in banking or to engage in a trust business, may not engage in banking or in a trust business in this state unless the corporation or other legal person (a) is expressly authorized to do so under this title, under federal law, or by the director, and (b) complies with all applicable requirements of Washington state law regarding foreign corporations and other foreign legal persons. If an activity would not constitute “transacting business” within the meaning of [RCW 23B.15.010\(1\)](#) or chapter 23B.18 RCW, then the activity shall not constitute banking or engaging in a trust business. Nothing in this subsection shall prevent operations by an alien bank in compliance with chapter 30A.42 RCW.

(3) This section shall not prevent a lender approved by the United States secretary of housing and urban development for participation in any mortgage insurance program under the National Housing Act from using the words “mortgage banker” or “mortgage banking” in the conduct of its business, but only if both words are used together in either of the forms which appear in quotations in this sentence.

(4) Any individual or legal person, or director, officer, or manager of such legal person, who knowingly violates any provision of this section shall be guilty of a gross misdemeanor.

Credits

[2014 c 37 § 103, eff. Jan. 5, 2015; 2010 c 88 § 4, eff. March 17, 2010; 1994 c 256 § 32; 1986 c 284 § 15; 1983 c 42 § 2; 1981 c 88 § 1; 1955 c 33 § 30.04.020. Prior: 1925 ex.s. c 114 § 1; 1917 c 80 § 18; RRS § 3225. Formerly RCW 30.04.020.]

OFFICIAL NOTES

Effective date--2010 c 88: See [RCW 32.50.900](#).

Findings--Construction--1994 c 256: See [RCW 43.320.007](#).

[Notes of Decisions \(13\)](#)

West's RCWA 30A.04.020, WA ST 30A.04.020

Current with all effective legislation of the 2021 Regular Session of the Washington Legislature.

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.

West's Tennessee Code Annotated
Title 45. Banks and Financial Institutions
Chapter 2. Banking Institutions (Refs & Annos)
Part 17. Prohibited Acts (Refs & Annos)

T. C. A. § 45-2-1709

§ 45-2-1709. Unlawful use of terms “bank,” “banks” or “banking”

Effective: April 14, 2011

Currentness

(a)(1)(A) It is unlawful for any person, firm or corporation, other than those defined in § 45-1-103, to use or employ in any manner the terms bank, banks, or banking in connection with the carrying on or operation of business in this state; provided, that this section shall have no application to national banking associations or existing persons whose name contains these terms. The commissioner of financial institutions may permit, upon application or by rule, the subsidiary of a bank or bank holding company to employ the terms bank, banks, or banking.

(B) Notwithstanding this section, the commissioner may permit, upon application, a person, corporation, partnership or other business entity to employ the term “bank”, “banks”, or “banking” if the commissioner, in the commissioner's discretion, determines that the person, corporation, partnership, or business entity has not or will not mislead the public by employing the terms and the person, corporation, partnership or business does not provide financial services. Upon proper showing, the commissioner may rescind approval if the public welfare so requires. For purposes of this section, any person, corporation, partnership, or business that provides financial services shall include, but not be limited to, insurance companies and agents, money order or exchange companies, investment companies, stock brokers or dealers, mutual funds, industrial loan and thrift companies, credit unions and business and industrial development corporations (BIDCOs).

(C) It is unlawful for any person, firm or corporation, other than those defined as a trust institution pursuant to § 45-1-103, to use or employ in any manner the term “trust” in connection with the carrying on or operation of business in this state. This section shall have no application to existing persons as of July 1, 1999, whose name contains the term “trust.” Notwithstanding the above, the commissioner may permit the use of the term “trust” upon application on the same basis as under subdivisions (a)(1)(A) and (B).

(D) It is unlawful for a person to use the trade name or trademark, or a confusingly similar trade name or trademark, of any bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary in a solicitation for the offering of services or products if such use is likely to cause confusion, mistake or deception as to the source of origin, affiliation or sponsorship of such products or services; or, to use the trade name or trademark, or confusingly similar trade name or trademark, to that of any bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary in any manner in a solicitation for the offering of services or products unless the solicitation clearly and conspicuously states the following in bold-face type on the front page of the solicitation:

(i) The name, address and telephone number of the person making the solicitation;

(ii) A statement that the person making the solicitation is not affiliated with the bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary; and

(iii) A statement that the solicitation is not authorized or sponsored by the bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary.

(E) It is unlawful for a person, other than the lender or a person authorized by the lender, to use a loan number, loan amount, or other specific loan information that is not publicly available in a solicitation for the purchase of services or products, unless the solicitation clearly and conspicuously states the following in bold-face type on the front page of the solicitation:

(i) The name, address, and telephone number of the person making the solicitation;

(ii) A statement that the person making the solicitation is not affiliated with the bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary;

(iii) A statement that the solicitation is not authorized or sponsored by the bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary; and

(iv) A statement that the loan information used was not provided by the bank, savings and loan association, savings bank or subsidiary or affiliate of any bank, saving and loan association, saving bank or subsidiary.

(2) A violation of subdivision (a)(1) is a Class C misdemeanor.

(b) The commissioner or attorney general and reporter in the name of the state is given the power and right by bill of complaint in any court of competent jurisdiction of the parties, to seek injunctive relief to compel compliance by any offending parties with this section.

Credits

1969 Pub.Acts, c. 36, § 1 (3.609); 1973 Pub.Acts, c. 294, § 6; 1989 Pub.Acts, c. 591, § 113; 1990 Pub.Acts, c. 759, § 1; 1993 Pub.Acts, c. 397, § 1; 1999 Pub.Acts, c. 112, § 17, eff. July 1, 1999; 2003 Pub.Acts, c. 31, § 4, eff. April 17, 2003; 2011 Pub.Acts, c. 89, §§ 2, 3, eff. April 14, 2011.

Formerly § 45-1109.

Notes of Decisions (1)

T. C. A. § 45-2-1709, TN ST § 45-2-1709

Current with laws from the 2021 First Regular Sess. of the 112th Tennessee General Assembly. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the

Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text. Unless legislatively provided, section name lines are prepared by the publisher.

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.