

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Shop, Incorporated		11/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CreditShop LLC		
Street Address:	221 W. 6th Street		
Internal Address:	Suite 825		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87412342	MERITONE	
Serial Number:	87412298	MERCURY	
Registration Number:	4968386	CREDITSHOP	
Registration Number:	4907281	CREDITSHOP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512.482.5236		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Anna Kuhn - Pirkey Barber PLLC		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Anna Kuhn		
SIGNATURE:	/Anna Kuhn/		
DATE SIGNED:	06/12/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of November 20, 2017, and made effective as of November 9, 2017 (the “Effective Date”), is by and between Credit Shop, Incorporated, a Delaware corporation (“Assignor”), and CreditShop LLC, a Delaware limited liability company (“Assignee”) (each a “Party” and collectively, the “Parties”). Except as otherwise indicated, capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, and Crescent Opportunity LLC, a Delaware limited liability company have entered into that certain Asset Contribution and Exchange Agreement, dated as of November 9, 2017 (the “Purchase Agreement”); and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to the trademarks and service mark registrations and applications set forth on Schedule A hereto (collectively, the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Conveyance. Assignor does hereby assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks, together with the goodwill symbolized by any of the foregoing, in each case together with all rights and remedies against past, present, and future infringement or other violation thereof.

2. Recordation. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Assigned Trademarks in the United States Trademark and Trademark Office and any other applicable foreign Governmental Entity or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains (with Assignee principally preparing such documents), and Assignee shall have the right and responsibility to record such instrument with the applicable Governmental Entity or registrar, in each case at Assignee’s sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Assignment and such instrument, this Assignment shall control.

3. Disclaimer of Representations and Warranties. Except as and to the extent set forth in the Purchase Agreement, ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS, INCLUDING THE NONINFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS ARE BEING TRANSFERRED ON AN “AS IS, WHERE IS” BASIS.

4. Further Assurances. Without limitation to Section 2 above, at any time and from time to time hereafter, at any Party's reasonable request and at its sole expense, each Party shall take any and all steps and shall execute, acknowledge and deliver to the other Party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof.

5. No Conflict. Notwithstanding anything to the contrary contained in this Assignment, nothing contained in this Assignment is intended to, shall, or shall be deemed to supersede, modify, alter, amend, expand upon, or otherwise change any of the rights, remedies, or obligations of the Parties and their respective Affiliates under the Purchase Agreement.

6. Parties in Interest. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

8. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), of the State of New York. Any and all Actions arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the laws of the State of New York, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction

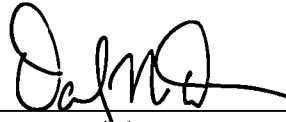
10. Amendment and Modifications. This Assignment may be amended, modified or supplemented at any time by the Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

CREDIT SHOP, INCORPORATED

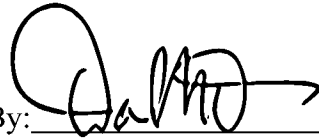
By: _____

Name: Daniel N. Duncan

Title: CEO

ASSIGNEE:

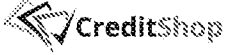
CREDITSHOP LLC

By: _____

Name: Daniel N. Duncan

Title: Authorized Signer

SCHEDULE A TO TRADEMARK ASSIGNMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
MERITONE	U.S.	87/412342 14-Apr-2017	—	Pending Intent to Use	Credit Shop, Incorporated
MERCURY	U.S.	87/412298 14-Apr-2017	—	Pending Intent to Use See Immediately Below*	Credit Shop, Incorporated
CREDITSHOP	U.S.	86/782148 08-Oct-2015	4968386 31-May-2016	Registered	Credit Shop, Incorporated
CREDITSHOP and Design 	U.S.	86/495622 05-Jan-2015	4907281 01-Mar-2016	Registered	Credit Shop, Incorporated

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