

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Loan Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		07/27/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Parent Financial Services, Inc.		
Street Address:	4121 Freidrick Lane		
Internal Address:	Suite 175		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78744-1010		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2490727	SUPPORTKIDS	
Registration Number:	2038750	CSE CHILD SUPPORT ENFORCEMENT	
CORRESPONDENCE DATA			
Fax Number:	(214)764-8389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.367.6000		
Email:	ipdocketing@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP		
Address Line 1:	8150 N. Central Expressway		
Address Line 2:	Suite 1150		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Darin M. Klemchuk		
Signature:	/Darin M. Klemchuk/		

OP \$65.00 2490727

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TRADEMARK
REEL: 004454 FRAME: 0577

Date:

01/14/2011

Total Attachments: 12

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LOAN SALE AGREEMENT

This Loan Sale Agreement ("Agreement") is made as of July 27, 2009, between Comerica Bank ("Seller") and Parent Financial Services, Inc. ("Buyer").

RECITALS:

A. Seller has extended to Support Kids, Inc., a Texas corporation ("Borrower") a revolving line of credit (the "Loan"), as evidenced by various documents including the following ("Loan Documents"):

1. Second Amended and Restated Loan and Security Agreement dated as of April 18, 2003 ("SARLSA");
 2. First Amendment to SARLSA dated as of April 29, 2004;
 3. Second Amendment to SARLSA dated as of June 15, 2005;
 4. Amendment No. 3 to SARLSA dated as of May 17, 2006;
 5. Amendment No. 4 to SARLSA dated as of November 17, 2006;
 6. Fifth Amendment to SARLSA dated as of January 15, 2007;
 7. Amendment No. 6 to SARLSA dated as of March 15, 2007;
 8. Amendment No. 7 to SARLSA dated as of August 23, 2007;
 9. Eighth Amendment to SARLSA dated as of June 12, 2008;
 10. Amendment No. 9 to SARLSA dated as of July 28, 2008;
 11. Intellectual Property Security Agreement dated as of October 10, 2000;
- and
12. Letter Agreement dated as of January 3, 2006.

B. Buyer desires to purchase and Seller desires to sell the Loan.

C. Attached hereto as Exhibit A is a true and correct statement of the balance of the Loan effective as of its stated date.

NOW, THEREFORE, for good and valuable consideration, Seller and Buyer agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Loan and the Loan Documents and all rights and obligations thereunder.

2. Purchase Price. Buyer shall pay the Purchase Price to Seller for the Loan. The Purchase Price is the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Cash Purchase Price") plus the Earnout, as hereinafter defined.

3. Due Diligence Period. Upon execution and delivery of the Confidentiality Agreement between Seller and Buyer dated as of June 23, 2009, Seller made available to Buyer copies of the Loan Documents described on Exhibit B hereto. Buyer has approved the Loan Documents.

4. Closing. The consummation of the sale and purchase pursuant to this Agreement (the "Closing") is contemplated to occur on or before July __, 2009 (the "Closing Date").

(a) In order to complete the Closing, Buyer agrees to do the following:

(i) Buyer shall wire transfer, or cause to be wire-transferred, to Seller the Cash Purchase Price (minus the Deposit, which Seller may retain as part of the Purchase Price) in accordance with wiring instructions to be provided to Buyer by Seller;

(ii) Each party shall be solely responsible for its respective closing costs, including, but not limited to, attorneys, accounting and recording fees.

(b) If the Closing has not occurred by close of business on the Closing Date, then, unless otherwise agreed by Buyer and Seller in writing, either party may terminate this Agreement and each party shall have the rights and remedies against the other under applicable law.

5. Purchase and Sale, Servicing.

(a) Effective upon the Closing, and subject to and conditioned upon the terms, covenants, limitations, and conditions contained herein, Seller hereby sells, transfers, and assigns to Buyer or Buyer's designee, and Buyer hereby purchases and accepts from Seller, in each case on and as of the Closing Date, all of Seller's right, title and interest, if any, in, to, and under the Loan and the Loan Documents.

(b) Buyer shall assume, at the Closing, all of the obligations and liabilities of Seller under or in connection with the Loan or the Loan Documents, of every kind or nature whatsoever.

(c) With respect to all periods after the Closing, Buyer shall assume complete responsibility for all servicing and administration of the Loan previously conducted by Seller or any other person, including, but not limited to, the collection of all payments thereunder and Seller shall have no further servicing, administrative or other responsibilities with respect to the Loan after the Closing (provided that if Seller receives any payments with respect to the Loan after the Closing, Seller will forward those payments to Buyer).

(d) Seller currently provides, for consideration, certain treasury management services to Borrower independent of the Loan and Loan Documents. Seller shall enter into a treasury services management agreement with Buyer or its designee on terms and conditions mutually satisfactory to Buyer and Seller at rates commercially available to Seller's customers for mutually acceptable time period to provide Buyer information substantially identical to that previously delivered by Seller to Borrower.

(e) In the event Buyer provides treasury management/payment processing services to Zwirn Special Opportunities Fund, LP and/or Richard J. Boudreau & Associates, LLC, or either or both of their respective successors-in-interest, Buyer shall pay to Seller, as additional consideration, an Earnout equal to 75% of the gross fees earned for the initial 90 days from and after the Closing, and thereafter 50% of the gross fees earned through and including December 31, 2015. Earnout shall be paid monthly, on or before the 10th day of each month, calculated on the previous month's earnings, and shall be accompanied by an accounting in form and substance acceptable to Seller.

6. Seller's Closing Documents. In connection with the Closing, Seller shall deliver to Buyer the following documents (collectively "Seller's Closing Documents") promptly after receipt of the items specified in Section 4(a):

(a) The originals of certain Loan Documents, as more particularly described in Exhibit B attached hereto.

(b) An Assignment of Loan and Loan Documents duly executed by Seller, assigning and transferring to Buyer's Designee all of Seller's rights and interests in and to the Loan Documents.

(c) Written Notice of Assignment of the Loan duly executed by Seller instructing Borrower to remit all payments to Buyer.

7. Buyer's Closing Obligations. At the Closing, Buyer shall wire transfer the Cash Purchase Price to Seller as provided herein.

8. Representations and Warranties of Seller. **BUYER ACKNOWLEDGES AND AGREES THAT THE SALE DESCRIBED HEREIN IS MADE ON AN AS-IS BASIS WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER, WHETHER EXPRESS OR IMPLIED (EXCEPT AS SPECIFICALLY SET FORTH BELOW), INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE LOAN, THE COLLECTABILITY OF THE LOAN, THE EXISTENCE OF ANY DEFAULTS WITH RESPECT TO THE LOAN, THE VALIDITY OR ENFORCEABILITY OF THE LOAN DOCUMENTS OR ANY SECURITY THEREFOR, THE COLLATERAL), OR ANY OTHER MATTERS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER HAS NOT RELIED ON ANY INFORMATION FROM SELLER IN PURCHASING THE LOAN EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND BUYER HAS MADE ITS OWN CREDIT DECISION WITH RESPECT THERETO.** Notwithstanding the foregoing, however, Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a banking association duly formed and validly existing under Texas law and is qualified to do business in California.

(b) Seller has the full power and authority to execute, deliver and perform this Agreement and to enter into and consummate the transactions contemplated by this Agreement. Seller has duly authorized the execution, delivery and performance of this Agreement, has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller is the owner and holder of the Loan and Seller has not pledged, assigned or otherwise previously transferred the Loan.

(d) According to Seller's records, the information stated in Exhibit A hereto is true and correct as of the date shown.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer is a corporation organized and in good standing under the laws of the State of Texas.

(b) Buyer has, and at all relevant times has had, the full power and authority to execute, deliver and perform and to enter into and consummate all transactions contemplated by this Agreement. Buyer has duly authorized the execution, delivery and performance of this Agreement, has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) Buyer has made such examination, review and investigation of the Loan Documents, the Loan, public records relating to the Loan, the Loan Documents and the Collateral, and any and all facts and circumstances necessary to evaluate the Loan Documents, the Loan and the Collateral it has deemed necessary or appropriate. Except for the representations and warranties specifically and expressly made by Seller in paragraph 8 above, (a) Buyer has been and will continue to be solely responsible for Buyer's own independent investigations as to all aspects of the transactions contemplated hereby including, but not limited to: (i) the authorization, execution, legality, validity, effectiveness, genuineness, enforceability, collectability or sufficiency of the Loan and the Loan Documents; (ii) the adequacy, condition or existence of any Collateral, or the attachment, perfection or priority of any security interest or lien held by Seller, in connection with the Loan Documents and the Loan; and (iii) the status, affairs, financial condition, operations, prospects, business, property, assets and creditworthiness of Borrower, and any actions taken or to be taken under or in connection with the Loan and the Loan Documents; and (b) Buyer has not relied upon any expressed or implied, written or oral, representation, warranty or other statement by or on behalf of Seller concerning any of the foregoing or otherwise with respect to the Loan or the Loan Documents,

except for such representations and warranties of Seller as are specifically and expressly provided in this Agreement.

(d) Buyer is acquiring the Loan and Loan Documents without any view either to participate in (other than as described in this Agreement), or to sell the Loan and Loan Documents in connection with, any public distribution thereof, and Buyer has no intention of making any distribution of the Loan and Loan Documents in a manner which would violate applicable securities laws; provided, however, that nothing in this Agreement shall restrict or limit in any way Buyer's ability and right to dispose of all or part of the Loan and Loan Documents in accordance with such laws if at some future time Buyer deems it advisable to do so; and, provided, further, that Buyer and any party acquiring all or any portion of the Loan and Loan Documents or any proceeds thereof from Buyer, other than Seller or Seller or any successor, must agree in writing with Seller to be bound (or to continue to be bound) by this Agreement.

10. Miscellaneous.

(a) All notices or demands of any kind that either party hereto may be required or may desire to serve on the other party hereto in connection with this Agreement shall be in writing and sent by hand delivery (including Federal Express or other overnight delivery service), facsimile, or by registered or certified mail. Any such notice or demand so to be served by registered or certified mail shall be deposited in the United States Mail with postage thereon fully prepaid or if sent by personal delivery, sent with delivery charges fully prepaid, and, if the party so to be served be Seller, addressed to Seller as follows:

Comerica Bank
333 W. Santa Clara Street
Special Assets Dept., 12th Floor
San Jose, California 95113
Facsimile: (925) 941-1990
Attn: Judy Sanchez

With a copy to:

Comerica Bank
Corporate Legal Department
333 W. Santa Clara Street, 12th Floor
San Jose, California 95113
Attn: Elizabeth Khachigian

and if the party so to be served be Buyer, addressed to Buyer as follows:

Parent Financial Services
10670 N. Central Expressway, Suite 445
Dallas, Texas 75231

Attn: Rob Feito
Richard Morgan

Service of any such notice or demand so made by mail shall be deemed complete on the date of actual delivery or at the expiration of five (5) business days after the date of mailing, whichever is earlier in time. Any party hereto may from time to time, by notice in writing served upon the other party hereto as aforesaid, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

(b) No delay or omission by either party hereto in exercising any right or power arising from any default by the other party hereto shall be construed as a waiver of such default or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising from any default by the other party hereto. No waiver of any breach of any of the covenants or conditions contained in this Agreement shall be construed to be a waiver of or an acquiescence in or a consent to any previous or subsequent breach of the same or of any other condition or covenant.

(c) This Agreement is made for the sole benefit of Seller and Buyer and their respective successors and permitted assigns, and no other person or persons shall have any rights or remedies under or by reason of this Agreement or any right to the exercise of any right or power of either party hereto or arising from any default by either party hereto.

(d) In the event any legal action is undertaken in order to enforce or interpret any provision of this Agreement, the prevailing party in such legal action, as determined by the court, shall be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs.

(e) Time is hereby declared to be of the essence of this Agreement and of every part hereof. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa.

(f) Prior to Closing, this Agreement shall not be assigned by either party without the written consent of the other party, which consent may be withheld in such other party's sole discretion.

(g) This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all prior written or oral understandings, and may not be terminated, modified or amended in any way except by a written agreement signed by each of the parties hereto.

(h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same document.

(i) This Agreement shall be governed by California law.

(j) Buyer and Seller hereby acknowledge, confirm and agree that Buyer shall have no claims and Seller shall have no liability whatsoever as a result of or otherwise in connection with any notice of default, notice of sale or bankruptcy of Borrower under the Loan.

(k) Effective upon the Closing, Seller and Buyer each hereby covenant and agree to execute and deliver all such documents and instruments, and to take such further actions as may be reasonably necessary or appropriate, from time to time, to carry out the intent and purpose of this Agreement and to consummate the transactions contemplated hereby; provided, however, that all such documents and instruments executed, and actions taken, by Seller shall be without recourse or, except as specifically and expressly provided in this Agreement, representation or warranty of any kind or nature whatsoever.

(l) In addition to and not in limitation of Buyer's obligations pursuant to Section 5, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any actual or threatened loss, damage, claim, cost, or expense (including reasonable attorneys' fees and costs) in connection with or arising out of (i) any misrepresentation by Buyer or any breach by Buyer of any warranty or any other term, covenant or agreement herein or in any other agreement contemplated hereby, or (ii) any post-Closing conduct of Buyer. The indemnity obligations in this Section 10(1) shall survive the Closing

11. WAIVER OF JURY TRIAL. BUYER AND SELLER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, THE LOAN OR THE LOAN DOCUMENTS.

12. Judicial Reference Provision.

(a) In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be

resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure (“CCP”), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the “Court”).

(c) The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party’s failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to “priority” in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act § 1280 through § 1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.

[Signatures on following page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Loan Sale Agreement as of the day and year first above written.

SELLER:

COMERICA BANK

By: _____
Judy Sanchez
Senior Vice President

BUYER:

PARENT FINANCIAL SERVICES, INC.

By: _____
Title: _____

EXHIBIT A

Outstanding Principal and Interest

Principal: \$2,743,453.69 as of July 24, 2009

Accrued Interest: \$17,028.13 as of July 24, 2009

EXHIBIT B

Index of Loan Documents

1. Second Amended and Restated Loan and Security Agreement dated as of April 18, 2003;
2. First Amendment to SARLSA dated as of April 29, 2004;
3. Second Amendment to SARLSA dated as of June 15, 2005;
4. Amendment No. 3 to SARLSA dated as of May 17, 2006;
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9. Eighth Amendment to SARLSA dated as of June 12, 2008;
10. Amendment No. 9 to SARLSA dated as of July 28, 2008;
11. Intellectual Property Security Agreement dated as of October 10, 2000;
12. Letter Agreement dated as of January 3, 2006;
13. Certified UCC search dated June 1, 2009 for searches through May 28, 2009; and
14. UCC Notice of Disposition of Collateral dated June 17, 2009.