TRADEMARK ASSIGNMENT

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merchant Bank of California N.A.		01/31/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Tempo Financial U.S. Corporation
Street Address:	7935 East Prentice Avenue, Suite 300W
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3836427	UNIGRAM

CORRESPONDENCE DATA

Fax Number: (312)577-8816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:   525 West Monroe Street
Address Line 4:   Chicago, ILLINOIS   60661

ATTORNEY DOCKET NUMBER:	341307-10
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	02/03/2011

3836427

CH $40.00

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into on January 31, 2011 ("Closing Date") by and between Merchant Bank of California N.A. ("Seller") and Tempo Financial U.S. Corporation ("Buyer").

Background:

A.   Seller, Daniel Roberts, Rod Garza and Buyer are parties to an Asset Purchase Agreement dated January 31, 2011 (the "Asset Purchase Agreement"), pursuant to which Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, certain assets of Seller.

B.   Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.   Trademark Conveyance. Based on and subject to the terms and conditions set forth in this Agreement, Seller hereby assigns and transfers to Buyer and Buyer hereby agrees to accept from Seller:

1.1   Common law rights in the name and trademark "UNIGRAM" and U.S. Trademark Registration No. 3,836,427 (collectively, "Trademark"), and all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the goodwill of the business relating to the goods and services in respect of which the Trademark is used; and

1.2   All rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trademark, including but not limited to commencing and maintaining legal proceedings for passing off or infringement of the Trademark or any such similar proceedings in respect of the Trademark.

2.   Transfer Mechanics; Recordation of Transfer. To effect the assignment of the Trademark, the Parties shall execute the Trademark Assignment ("Assignment"), substantially in the form attached hereto as **Appendix A,** that shall be filed with the United States Patent and Trademark immediately after the Closing Date.

3.   Closing. The closing of the transactions contemplated herein shall take place in accordance with the Asset Purchase Agreement.

4.   Representations and Warranties. Seller represents and warrants to Buyer that, to the best of his knowledge, on the date of this Agreement and on the Closing Date:

4.1   Seller has the full legal right, power and authority required to enter into this Agreement and to perform fully his obligations hereunder;

4.2   No license, assignment or legal or equitable charge has been granted or made in respect of the Trademark or any interest therein;

4.3   The Trademark does not and will not, when owned, used, or operated by Buyer, infringe upon any copyright, trademark or any other intellectual property rights of any third party, and there are no third party rights that would hinder Buyer's use of the Trademark and there will be no such third party rights when the Trademark is owned, used or operated by Buyer;

4.4   The ownership and use of the Trademark by Buyer does not and will not violate any applicable laws, regulations and rules;

4.5   All appropriate and necessary consents, approvals and authorizations in connection with the transfer of ownership and use by Buyer of the Trademark has been obtained and are in full force and effect;

4.6   Seller has the right of proprietorship in the Trademark, and that Seller is not aware after due inquiry of any claim which has been made which may affect the the Trademark nor has Seller charged or encumbered the same in any way;

4.7   Seller has not granted any license agreement in respect of the Trademark, other than by use of its Agents;

4.8   Seller shall not at any time hereafter use the Trademark or any other mark so resembling the Trademark in a way that may deceive or cause consumer confusion;

4.9   There are no notices, actions, suits, proceedings, claims, complaints, disputes, arbitrations or investigations pending or threatened, at law, in equity, in arbitration or before any governmental authority against Seller related to the Trademark. No order has been issued by any court or other governmental authority against Seller related to the Trademark purporting to enjoin or restrain the execution, delivery or performance of this Agreement; and

4.10   Seller has not done any act or failed to do any act, and no event has occurred, whereby the Trademark may have been or may be declared void, invalidated or compromised.

5.   Miscellaneous.

5.1   Seller hereby agrees to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by Buyer that may be reasonably required for procuring the registration, assignment, and absolute vesting of all right, title and interest in the Trademark, recording or registering the transfer of rights in or to, or which may arise in respect of the Trademark hereby assigned.

5.2 The parties agree to keep the existence and terms of this Agreement in strictest confidence and shall not disclose the fact of the existence of or the terms of this Agreement to any third party unless to satisfy the requirements of regulatory authorities or the law.

5.3 Notices or other communications required to be given by any party pursuant to this Agreement shall be delivered in person or sent in letter form by registered mail or courier service, in either case postage prepaid, or by facsimile or similar telecommunications equipment to the address of the other party set forth below or to such other addresses as may from time to time be designated by the other party through notification to such party. Any such notice shall be deemed given when so delivered personally or, if sent by registered mail, ten (10) days after the date of deposit in the mails or, if delivered by facsimile or similar telecommunications equipment, at the time of receipt thereof.

Seller: Merchant Bank of California, N.A.
One Civic Plaza Drive
Carson, CA 90745
Attention:Daniel K. Roberts
CEO
Telecopier: 310-549-9633

Buyer: Tempo Financial U.S. Corporation
7935 East Prentice Avenue, Suite 300W
Greenwood Village, CO 80204
Attention: Mr. Chris Johnson
EVP, Corporate Development

with required copies to:

Messner & Reeves LLC
1430 Wynkoop Street, Suite 300
Denver, Colorado 80202
Attention: Mr. Steven Levine
Telecopier: (303) 623-0552

5.4 The execution, validity, interpretation and performance of, and the resolution of disputes under this Agreement shall be governed by the laws and the courts of the State of Colorado, without regard to its principles of conflicts of law.

5.5 All representations, warranties and Seller obligations in this Agreement shall survive the Closing Date.

[Signature page to follow.]

SIGNATURE PAGE
TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

SELLER:
MERCHANT BANK OF CALIFORNIA, N.A.

By: President
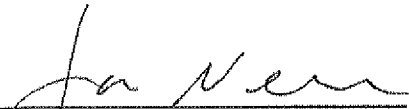
BUYER:
TEMPO FINANCIAL U.S. CORPORATION

By: Jon C. Ness
Title: Chief Executive Officer

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SIGNATURE PAGE
TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

SELLER:
MERCHANT BANK OF CALIFORNIA, N.A.

By: _____

BUYER:
TEMPO FINANCIAL U.S. CORPORATION

By: Jon C. Ness
Title: Chief Executive Officer

APPENDIX A
TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of January 31, 2011, by and between Merchant Bank of California, N.A. ("Assignor") and Tempo Financial U.S. Corporation ("Assignee").

Assignor owns U.S. Trademark Registration No. 3,836,427 ("Mark"). Pursuant to the Trademark Assignment Agreement between Assignor and Assignee dated as of the date hereof, Assignor sold, transferred and assigned to Assignee all of Assignor's right, title, and interest in, to, and under the Mark ("Assignment of Mark"). Assignor and Assignee want to confirm the Assignment of Mark for purposes of filing the same with the United States Patent and Trademark Office ("USPTO"). The parties therefore agree as follows:

1.   For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in, to, and under the following:

        a.   the Mark;

        b.   the goodwill associated with the Mark;

        c.   the right to file any and all documents to preserve, maintain or otherwise affect the Mark.

2.   Assignor hereby authorizes and requests the USPTO to issue the certificate of registration in respect of the Trademark Application to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

        Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

ASSIGNOR:
MERCHANT BANK OF CALIFORNIA, N.A.

By: Donald Ruberik Pres.