

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
reQuire, L.L.C.		02/10/2014	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	reQuire Holdings, LLC		
Street Address:	259 N. Radnor-Chester Road, Ste 280		
Internal Address:	c/o L2 Capital Partners, L.P.		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3247612	[R] REQUIRE	
Registration Number:	3247240	REQUIRE	
CORRESPONDENCE DATA			
Fax Number:	4049626344		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404 962-6444		
Email:	cforlidas@millermartin.com		
Correspondent Name:	Charles W. Forlidas		
Address Line 1:	1170 Peachtree St. NE		
Address Line 2:	8th Floor		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	26871-0001		
NAME OF SUBMITTER:	Charles W. Forlidas		

CH \$65.00 3247612

Signature:	/Charles W. Forlidas/
Date:	02/13/2014
Total Attachments: 2 source=reQuire to reQuire Holdings Trademark Assignment#page1.tif source=reQuire Trademark Schedule#page1.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of February 10, 2014, by and between reQuire, L.L.C., a Virginia limited liability company ("Assignor"), and reQuire Holdings, LLC, a Delaware limited liability company having a principal business address of c/o L2 Capital Partners, L.P., 259 N. Radnor-Chester Road, Suite 280, Radnor, Pennsylvania 19087 ("Assignee").

WHEREAS, Assignor has adopted and used, and is the owner of, the trademarks set forth on Schedule A attached hereto and the goodwill associated therewith.

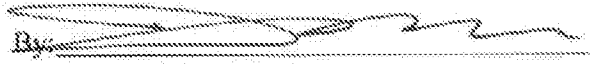
WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement of even date herewith, by and among Assignor, Assignee and the owners (individually or through their affiliates) of all of the issued and outstanding economic units and participation units of Assignor (the "Purchase Agreement"), Assignor desires to transfer and assign and Assignee desires to acquire substantially all of the assets of Assignor, including said trademarks and the goodwill associated therewith.

NOW THEREFORE, for the sum of ONE DOLLAR (\$1.00) in hand paid from Assignee to Assignor, and other good and valuable consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged by Assignor, Assignor by these presents does hereby sell, transfer, convey and assign unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business symbolized by said trademarks, and all federal and state registrations and applications therefor in the United States of America, and throughout the world, and the right to recover for any past, present or future infringements or dilutions of said trademarks.

At the reasonable request of Assignee, Assignor agrees to execute any instruments and perform any acts which may be necessary to carry this Assignment into full effect.

IN WITNESS WHEREOF, effective as of the date set forth above.

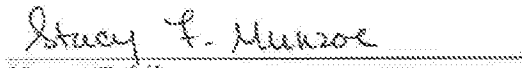
REQUIRE, L.L.C., a Virginia limited liability company

By: 

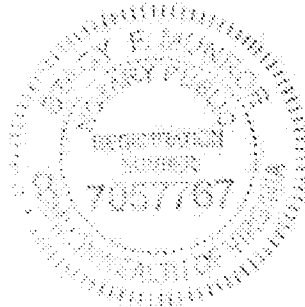
Name: Daniel R. Morris
Title: President

Sworn and subscribed before me this

7th day of February, 2014.


Notary Public

My commission expires: November 30, 2015



SCHEDULE A

United States Trademarks

Trademark	Serial No.	Filing Date	Registration Number	Registration Date	Country
[r] REQUIRE (Stylized)	78/950,105	08/11/2006	3247612	05/29/2007	United States
REQUIRE	78/933,085	07/19/2006	3247240	05/29/2007	United States