

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chatham Credit Management III, LLC		03/31/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	c/o U.S. Bank Global Corp. Trust Services		
Internal Address:	214 N. Tryon St., 26th fl.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4221866	Z WIRELESS	
Registration Number:	4221858	Z WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	124357.220573		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	03/31/2014		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (this "Assignment") is made effective this 31st day of March, 2014, by and between Chatham Credit Management III, LLC ("Assignor") and U.S. Bank National Association ("Assignee").

WHEREAS, Assignor holds a security interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Agent Appointment Agreement, dated as of the date hereof (the "Appointment Agreement"), pursuant to which Assignor transferred and conveyed to Assignee all of the liens and security interests granted to Assignor pursuant to earlier loan documents and all of Assignor's right, title, and interest to collateral pursuant to an earlier security agreement, Uniform Commercial Code financing statements, other loan documents, and intellectual property filings, including Assignor's security interest in the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the security interest in the Marks to Assignee, and Assignee is desirous of acquiring the security interest in the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is authorized under the Appointment Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Appointment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and a security interest therein as belonging to Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

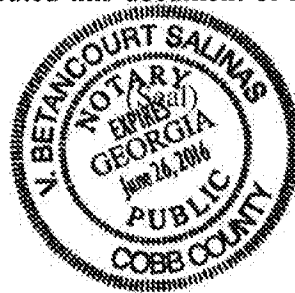
ASSIGNOR: Chatham Credit
Management III, LLC

Name: Liu Wang
Signature: [Handwritten Signature]
Title: So. Marketing Director

NOTARIZATION

On this 31 day of March, 2014, before me, the undersigned Notary Public, personally appeared Liu Wang, proved to me through satisfactory evidence of identification, which was/were Driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Handwritten Signature]
Signature of Notary



My Commission Expires: 6/26/2016

ASSIGNEE: U.S. Bank National Association

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

Signature page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Chatham Credit Management III, LLC

Name: _____
Signature: _____
Title: _____

NOTARIZATION

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE: U.S. Bank National Association

Name: _____
Signature: James A. Hanley
Title: Vice President

On this 31 day of March, 2014, before me, the undersigned Notary Public, personally appeared James A. Hanley, proved to me through satisfactory evidence of identification, which was/were Vice President, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: Oct 22, 2015

Signature page to Trademark Assignment

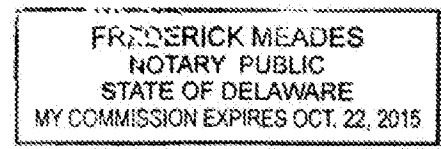


Exhibit A

Marks

OWNER	MARK	SERIAL NO.	REGISTRATION NO.	DATE OF REGISTRATION
AKA Diversified Holdings, Inc., a South Dakota corporation	Z WIRELESS	85561943	4221866	October 9, 2012
AKA Diversified Holdings, Inc., a South Dakota corporation	Z WIRELESS	85561858	4221858	October 9, 2012