# CH \$40.00 38364

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM301597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC, as Collateral Agent		04/14/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **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:** 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 3125778034

**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 SIGNED:	04/16/2014

#### **Total Attachments: 4**

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TRADEMARK REEL: 005261 FRAME: 0408

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 14, 2014, by VICTORY PARK MANAGEMENT, LLC, as Collateral Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

# WITNESSETH:

WHEREAS, **TEMPO FINANCIAL U.S. CORPORATION**, a Delaware corporation ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of January 31, 2011 (the "<u>Security Agreement</u>"), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 3, 2011, at Reel 4467, Frame 0027;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
  - (ii) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;
  - (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> annexed hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

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TRADEMARK REEL: 005261 FRAME: 0409 2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VICTORY PARK MANAGEMENT, LLC, as

Collateral Agent

By:

Name: Scott R. Zemnick
Title: Authorized Signatory

# SCHEDULE 1

# U.S. TRADEMARK REGISTRATIONS

Trademark/Servicemark	Registration Number	Registration Date
UNIGRAM	3,836,427	08/24/2010

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RECORDED: 04/16/2014

TRADEMARK REEL: 005261 FRAME: 0412