

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Unlimited Inc.		12/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Preferred Unlimited Assets, LLC		
Street Address:	One Radnor Corporate Center		
Internal Address:	100 Matsonford Road, Suite 101		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585581	P PREFERRED	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	ebensoul@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19840-011		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/EDB/		
DATE SIGNED:	07/30/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of December 15, 2011, is made by and between Preferred Unlimited Inc., a Delaware corporation ("Assignor") and Preferred Unlimited Assets, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Transaction Agreement, dated as of December 15, 2011 (the "Transaction Agreement"); and

WHEREAS, pursuant to the Transaction Agreement, Assignee shall accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 General Provisions. This Assignment and the Transaction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the

Transaction Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

Section 1.6 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed as of the date first set forth above.

PREFERRED UNLIMITED INC.



By: _____

Name: Michael O'Neill

Title: CEO

PREFERRED UNLIMITED ASSETS, LLC




By: _____

Name: Michael O'Neill

Title: CEO

Schedule A

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
 The logo for "Preferred" features a stylized musical note symbol to the left of the word "preferred" written in a bold, italicized, lowercase sans-serif font.	US	77380905 Jan. 25, 2008	3585581 March 10, 2009