

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siena Lending Group LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Funding LLC		
Street Address:	1177 Summer Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1992414	GREEN VIBRANCE	
Registration Number:	2535149	VIBRANT HEALTH	
Registration Number:	2542861	JOINT VIBRANCE	
Registration Number:	3667465	VIBRANT CLEANSE	
Registration Number:	3672122	GREEN VIBRANCE	
Registration Number:	4103059	TRUTH, TRUST AND TRANSPARENCY	
Registration Number:	4299199	MAXIMUM VIBRANCE	
Registration Number:	4502263	CRITICAL CELLULAR CARE	
Registration Number:	4501776	FUTUREFOOD	
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>			
Phone:	212-237-1000		
Email:	pshur@windelsmarx.com		
Correspondent Name:	Windels Marx Lane & Mittendorf, LLP		
Address Line 1:	156 West 56th Street		
Address Line 2:	Attn: Paul Shur		
Address Line 4:	New York, NEW YORK 10019		

OP \$240.00 1992414

ATTORNEY DOCKET NUMBER:	306062/1
NAME OF SUBMITTER:	Demetris Vassiliou
SIGNATURE:	/Demetris Vassiliou/
DATE SIGNED:	08/08/2014
Total Attachments: 3 source=Purchase Agreement#page1.tif source=Purchase Agreement#page2.tif source=Purchase Agreement#page3.tif	

PURCHASE AGREEMENT

This PURCHASE AGREEMENT ("Purchase Agreement") is entered into as of May 30, 2014 between SIENA FUNDING LLC, a Delaware limited liability company ("Purchaser") and SIENA LENDING GROUP LLC, a Delaware limited liability company ("Seller"). Reference is made to (i) the Loan and Security Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Purchaser, as borrower, Seller, as originator, Siena Capital Finance LLC, as parent, the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, National Association, as administrative agent to the Lenders (the "Agent") and (ii) the Servicing and Management Agreement dated as of July 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Servicing Agreement"), by and among Purchaser, as borrower, Seller, as servicer, and Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

1. In accordance with the terms and conditions of the Loan Agreement and subject to the servicing and management rights set forth in the Servicing Agreement, the Seller hereby sells and assigns to the Purchaser, and the Purchaser hereby purchases and assumes from the Seller, the Notes Receivable identified on Schedule I attached hereto (the "Purchased Notes Receivable") and the interest in and to the Seller's rights and obligations to such Purchased Notes Receivable, together with all of Seller's right, title and interest in and to such Purchased Notes Receivable, the related Notes Receivable Documents and any other agreements, documents, notes and instruments relating thereto, all assets and collateral provided as security therefor, and all payments to be made in connection therewith, whether now existing or hereafter arising.

2. The Seller represents and warrants that (i) it is the legal and beneficial owner of the interest being sold and assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Purchase Agreement and to consummate the transactions contemplated hereby.

3. The Purchaser confirms that it has received copies of the Notes Receivable Documents related to the Purchased Notes Receivable.

4. Following the execution of this Purchase Agreement by the Seller and Purchaser, the Purchaser will deliver a copy of this Purchase Agreement to the Agent.

5. As of the date hereof and to the extent of the interest assigned pursuant to this Purchase Agreement, (i) the Purchaser shall have the rights and obligations of a lender under the Purchased Notes Receivable and under the other Notes Receivable Documents related to the Purchased Notes Receivable, and (ii) the Seller shall, to the extent of the interest assigned pursuant to this Purchase Agreement (but subject to the Servicing Agreement), relinquish its rights and be released from its obligations under the Notes Receivable Documents related to the Purchased Notes Receivable.

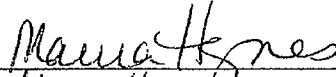
6. This Purchase Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Purchase Agreement may be executed and delivered by telecopier or other electronic transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

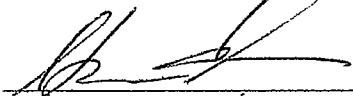
7. THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement as of the date first above written.

SELLER:

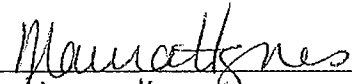
SIENA LENDING GROUP LLC,
a Delaware limited liability company

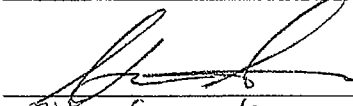
By: 
Name: Maura Hynes
Title: CFO

By: 
Name: Steve Samicola
Title: Director

PURCHASER:

SIENA FUNDING LLC,
a Delaware limited liability company

By: 
Name: Maura Hynes
Title: CFO

By: 
Name: Steve Samicola
Title: Director

Schedule I
Purchase Notes Receivable Schedule

New England Greens, LLC

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