

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECHNOLOGY INVESTMENT PARTNERS, LLC		09/29/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	CRESTMARK EQUIPMENT FINANCE, INC.		
Street Address:	5480 CORPORATE DRIVE		
Internal Address:	SUITE 350		
City:	TROY		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3679207	TIP CAPITAL	
Registration Number:	3167421	TIP	
Registration Number:	4079280	ASSETCONNECT	
Registration Number:	4188837	PARTNERCONNECT	
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:	734-623-1909		
Email:	msnider@dickinsonwright.com		
Correspondent Name:	Matthew J. Snider		
Address Line 1:	350 S. Main St.		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	47832-148		
NAME OF SUBMITTER:	Matthew J. Snider		
SIGNATURE:	/Matthew J. Snider/		
DATE SIGNED:	10/14/2014		

OP \$115.00 3679207

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of this 30th day of September, 2014, by and by and among Technology Investment Partners, LLC, a Michigan limited liability company, Technology Investment Partners, Co. (collectively, "Assignor"), and Crestmark Equipment Finance, Inc., a Michigan corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 22, 2014, as amended (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Purchased Intellectual Property and any Assumed Liabilities relating to the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.
2. Assignment of Purchased Intellectual Property. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Purchased Intellectual Property (including, but not limited to, the patent applications and registrations listed on Exhibit A, the trademark applications and registrations listed on Exhibit B hereto and the domain names listed on Exhibit C hereto), including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all Assumed Liabilities related to, arising under or in connection with, the Purchased Intellectual Property, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the patents and trademarks included in the Purchased Intellectual Property, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a patent, trademark or service mark included in the Purchased Intellectual Property, in accordance with this Agreement.
3. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation,

exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Purchased Intellectual Property to be conveyed to Assignee under this Agreement and to secure the rights assigned hereby and to obtain and/or transfer patents, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; to assure fully to Assignor the assumption of the Assumed Liabilities intended to be assumed by Assignee under this Agreement; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Agreement and any claims arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature

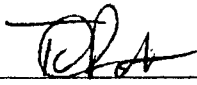
page to this Agreement by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Agreement.

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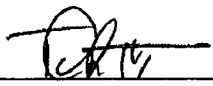
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

TECHNOLOGY INVESTMENT
PARTNERS, LLC,
a Michigan limited liability company

By: 
Thomas R. Rutherford
Chief Operating Officer

TECHNOLOGY INVESTMENT
PARTNERS, CO.

By: 
Thomas R. Rutherford
Chief Operating Officer

ASSIGNEE:

CRESTMARK EQUIPMENT FINANCE,
INC., a Michigan corporation

By: _____
Name: Jack Talkington
Title: Senior Vice President

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

TECHNOLOGY INVESTMENT
PARTNERS, LLC,
a Michigan limited liability company

By: _____

Name:

Title:

TECHNOLOGY INVESTMENT
PARTNERS, CO.

By: _____

Name:

Title:

ASSIGNEE:

CRESTMARK EQUIPMENT FINANCE,
INC., a Michigan corporation

By:  _____

Name: Jack Talkington

Title: Senior Vice President

Signature page to Intellectual Property Assignment and Assumption Agreement

TRADEMARK
REEL: 005380 FRAME: 0385

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) SS:
COUNTY OF Oakland)

Before me a Notary Public in and for said County and State personally appeared Thomas R. Rutherford, as the Chief Operating Officer of Technology Investment Partners, LLC, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 24th day of September, 2014.

My Commission expires:

June 21, 2020

Acting in Oakland County, MI

Signed: Pamela R. Printz
Printed: Pamela R. Printz

PAMELA R. PRINTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 21, 2020
ACTING IN COUNTY OF OAKLAND

STATE OF MICHIGAN)
) SS:
COUNTY OF Oakland)

Before me a Notary Public in and for said County and State personally appeared Thomas R. Rutherford, as the Chief Operating Officer of Technology Investment Partners, Co., who acknowledged the execution of the foregoing instrument on behalf of said company.

Witness my hand and Notarial Seal this 29th day of September, 2014.

My Commission expires:

June 21, 2020

Acting in Oakland County, MI

Signed: Pamela R. Printz
Printed: Pamela R. Printz

PAMELA R. PRINTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 21, 2020
ACTING IN COUNTY OF OAKLAND

STATE OF LOUISIANA)
PARISH) SS:
COUNTY OF East Baton Rouge

Before me a Notary Public in and for said ~~County~~ ^{Parish} and State personally appeared Jack Talkington, as the Senior Vice President of Crestmark Equipment Finance, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 25th day of September, 2014.

My Commission expires:

with life

Signed: Christy Morgan

Printed: Christy Morgan



EXHIBIT A

PATENTS

NONE

EXHIBIT B

U.S. FEDERAL TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Issuance Date
"TIP Capital" Service Mark	3679207	September 8, 2009
"TIP" Service Mark	3167421	November 7, 2006
"assetCONNECT" Service Mark	4079280	January 3, 2012
"partnerCONNECT" Service Mark	4188837	August 14, 2012

EXHIBIT C

INTERNET DOMAIN NAMES.

Domain Name	Expiration
tipcapital.mobi	7/11/2014
tipcapital.tv	7/11/2014
tipcapital.ws	7/11/2014
gafinancialservices.com	9/9/2014
mcpdfs.com	12/27/2014
assetconnect.com	1/14/2015
cbtsfinancialservices.com	2/6/2015
cbtsfs.com	2/6/2015
mcpdfinancialservices.com	5/20/2015
secureleasesupport.com	6/5/2015
leadingedgeinleasing.com	4/1/2016
theleadingedgeinleasing.com	4/1/2016
tipcapital.com	7/26/2016
tipcapital.biz	1/3/2017
tipcapital.us	1/3/2017
tipcapital.info	1/4/2017
tipcapital.net	1/4/2017
tipcapital.com	7/26/2017
tipartners.com	6/4/2018
leasesupportcenter.com	6/5/2018
adtfs.com	6/7/2018
tipcanada.com	7/26/2018
tipcapitalcanada.com	7/26/2018
tipglobal.com	7/26/2018
tipinternational.com	7/26/2018
tipcapital.org	7/27/2018