

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM322712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as collateral agent		11/06/2014	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Capital One Business Credit Corp., as Collateral Agent		
Street Address:	275 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2234246	ABELCONN	
Registration Number:	2332242	A	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2058030-0014		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	11/10/2014		
Total Attachments: 5			
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**NOTICE OF ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT**

This **NOTICE OF ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** ("Notice of Assignment") dated November 6, 2014, is between **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as predecessor collateral agent ("Assignor"), and **CAPITAL ONE BUSINESS CREDIT CORP.**, as Collateral Agent ("Assignee").

WHEREAS, AbelConn, LLC, a Delaware limited liability company ("Grantor"), and Assignor entered into that certain Trademark Security Agreement dated as of July 17, 2014 (the "Trademark Security Agreement"), whereby Grantor granted to Assignor a continuing security interest in all of its right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, each trademark registration and application listed on Schedule I attached hereto and incorporated herein by reference (the "Specified Trademarks").

WHEREAS, the Trademark Security Agreement was recorded in the records of the U.S. Patent and Trademark Office on September 22, 2014 at Reel 5366, Frame 0280.

WHEREAS, Assignor has resigned as Collateral Agent under the Trademark Security Agreement.

WHEREAS, Assignee has been appointed as successor Collateral Agent under the Trademark Security Agreement and has succeeded to all the rights, duties, authority, and responsibilities of the Collateral Agent thereunder pursuant to that certain Resignation of Agent and Appointment of Successor Agent dated as of the date hereof ("Resignation and Appointment"), among Assignor, Assignee, Grantor and the other parties thereto. To the extent that any of Assignor's right, title and interest as Collateral Agent in the Trademark Security Agreement was not validly transferred to Assignee pursuant to the Resignation and Appointment, Assignor hereby assigns, without representation, warranty or recourse, any and all such right, title and interest to Assignee.

NOW, THEREFORE, Assignor and Assignee execute this Notice of Assignment to give notice of the resignation by Assignor and the acceptance by Assignee of all of Assignor's right, title and interest as Collateral Agent in the Trademark Security Agreement.

[Remainder of page left blank intentionally; signature page(s) follow.]

IN WITNESS WHEREOF, Assignor and Assignee caused this Notice of Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH**

By: 
Name: Robert Healey
Title: Authorized Signatory


Name: Robert Franz
Title: Managing Director

ASSIGNEE:

**CAPITAL ONE BUSINESS CREDIT
CORP., as Collateral Agent**

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

ABELCONN, LLC, as Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee caused this Notice of Assignment to be duly executed as of the date first set forth above.


ASSIGNOR:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH**

By: _____
Name: _____
Title: _____

ASSIGNEE:

**CAPITAL ONE BUSINESS CREDIT
CORP., as Collateral Agent**

By:  _____
Name: **Julianne Low**
Title: **Senior Director**

ACKNOWLEDGED BY:

ABELCONN, LLC, as Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee caused this Notice of Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAPITAL ONE BUSINESS CREDIT
CORP., as Collateral Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

ABELCONN, LLC, as Grantor

By: Wallace B. Olson
Name: Wallace B. Olson
Title: President

NOTICE OF ASSIGNMENT
OF TRADEMARK SECURITY AGREEMENT
(Signature Page)

TRADEMARK
REEL: 005398 FRAME: 0441

SCHEDULE I
U.S. Trademarks

Title	Registration Number	Registration Date
AbelConn	2,234,246	March 23, 1999
AbelConn Logo Design	2,332,242	March 21, 2000

60462840