

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper & Schifrin, LLC		08/13/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	SBG Acquisition, LLC		
Street Address:	100 Mansell Court East		
Internal Address:	Suite 105		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3952809	INTERCHANGE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	026084.47461		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/Robert P. Felber, Jr./		
DATE SIGNED:	12/29/2014		
Total Attachments: 3			
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OP \$40.00 3952809

TRADEMARK

**ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION
AND ACCOMPANYING GOODWILL**

This Assignment of Service Mark, Service Mark Registration and Accompanying Goodwill (this "Assignment") is entered into as of August 13th, 2014 by and between **COOPER & SCHIFRIN, LLC**, an Ohio limited liability company with its principal business address at 1101 St. Gregory Street, Suite 200, Cincinnati, Ohio 45202 (the "Assignor"), and **SBG ACQUISITION, LLC**, a Delaware limited liability company with its principal business address at 100 Mansell Court East, Suite 105, Roswell, Georgia 30076 (the "Assignee"), in accordance with the terms of that certain Purchase and Contribution Agreement, dated as of August 13th, 2014, by and between Assignor and Assignee (the "Controlling Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Controlling Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademark identified in Schedule A attached hereto (the "Mark"), any registrations therefore throughout the world and any renewals or extensions of such registration, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments necessary or appropriate to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

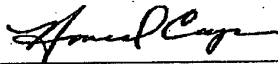
ASSIGNOR:

ASSIGNEE:

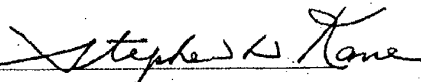
COOPER & SCHIFRIN, LLC

SBG ACQUISITION, LLC

By: _____



By: _____



Name: howard cooper

Name: Stephen D. Kane

Title: Member

Title: Manager

4839-4542-9281.1

**TRADEMARK
REEL: 005434 FRAME: 0454**

STATE OF GEORGIA)
COUNTY OF Fulton)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a Member (or other officer authorized to execute the instrument) of **COOPER & SCHIFRIN, LLC**, the within named Assignor, and that he, as such Member of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as Member.

Witness my hand and seal, at office in Atlanta, GA, this 23rd day of December, 2014.


Notary Public

My Commission Expires: _____

Notary Public, Fulton County, Georgia
My Commission Expires March 17, 2017

STATE OF GEORGIA)
COUNTY OF Fulton)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared Stephen D. Kane, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Manager (or other officer authorized to execute the instrument) of **SBG ACQUISITION, LLC**, the within named Assignee, and that he, as Manager of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Manager.

Witness my hand and seal, at office in Atlanta, GA, this 23rd day of December, 2014.


Notary Public

My Commission Expires: _____

Notary Public, Fulton County, Georgia
My Commission Expires March 17, 2017

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4839-4542-9281.1

TRADEMARK
REEL: 005434 FRAME: 0455

SCHEDULE A
TO
ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION
AND ACCOMPANYING GOODWILL

	MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
1.	INTERCHANGE MANAGEMENT	United States	3952809	April 26, 2011	credit card merchant services, namely, providing financial consultation services to systematically identify savings opportunities in the interchange fees paid to credit card associations and the issuing banks by merchants who accept credit card payments (Class 36)