

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	trademark security interest assignment and assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		05/05/2015	banking corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Big Bend Sync Investments, LLC		
Street Address:	4441 BUENA VISTA STREET		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205-4118		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86000970	SYNC FINANCIAL	
Serial Number:	86000960	SYNC FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<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:	214.969.2701		
Email:	jpclyton@akingump.com		
Correspondent Name:	John Clayton		
Address Line 1:	1700 Pacific Avenue Suite 4100		
Address Line 4:	Dallas, TEXAS 75201-4624		
ATTORNEY DOCKET NUMBER:	685610.0032		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	05/06/2015		
Total Attachments: 9			
source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page1.tif			
source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page2.tif			
source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page3.tif			
source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page4.tif			

CH \$65.00 86000970

source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page5.tif

source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page6.tif

source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page7.tif

source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page8.tif

source=Suntrust Bank Trademark Security Interest Assignment and Assumption#page9.tif

TRADEMARK SECURITY INTEREST ASSIGNMENT AND ASSUMPTION

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of May 5, 2015, by SUNTRUST BANK, ("Assignor"), in favor of BIG BEND SYNC INVESTMENTS, LLC ("Assignee").

WHEREAS, Assignor, as the Administrative Agent, is a party to that certain Security Agreement, dated July 19, 2013, through which Sync Financial, LLC ("Grantor") granted Assignor a lien in the general intangibles of the Grantor (the "Security Agreement");

WHEREAS, to record Assignor's security interest in certain trademarks owned by Grantor, the Trademark Security Agreement, attached hereto as Exhibit A, was recorded in the United States Patent and Trademark Office on July 19, 2013, at Reel 5074, Frames 0351-0357 (the "Trademark Security Agreement"); and

WHEREAS, Assignor and Assignee have entered into that certain Assignment and Acceptance Agreement, dated May 5, 2015, through which Assignor has assigned to Assignee, and Assignee has assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement, and the parties hereto desire to make of record the foregoing assignment and assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee, and the Assignee hereby assumes, all of the Assignor's right, title and interest in, to and under the Trademark Security Agreement.
2. This Assignment is binding upon the parties and their respective successors, assigns, trustees and representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

SUNTRUST BANK

By: M. C. Burch
Name: MARC C. BURCH
Title: DIRECTOR

ASSIGNEE:

BIG BEND SYNC INVESTMENTS, LLC

By: 2M Companies, Inc., its sole manager

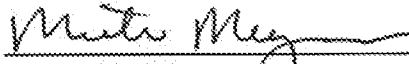
By: 
Name: Morton H. Meyerson
Title: Chief Executive Officer

EXHIBIT A
TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of July 19, 2013, is between SYNC FINANCIAL, LLC (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Administrative Agent, and the Lenders.

RECITALS:

A The Grantor and the Administrative Agent, on behalf of the Lender Group, have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Lender Group a Lien in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks and all products and Proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, on behalf of the Lender Group, a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark or Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Lien granted to the Administrative Agent on behalf of the Lender Group pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Lender Group with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the indefeasible payment in full in cash and the performance of the Secured Obligations and cancellation of the Commitments under the Credit Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Administrative Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

SYNC FINANCIAL, LLC, as the Grantor

By: 
Name: Sean DeWitt
Title: Managing Partner

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Mark Fidati
Title: Managing Director

Schedule 1

Trademarks and Trademark Applications

Mark	Serial Number
SYNC FINANCIAL and Design	86000970
SYNC FINANCIAL	86000960