

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Acceptance Corporation		01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nationwide Acceptance LLC		
Street Address:	10255 West Higgins Road		
Internal Address:	Suite 300		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3072671	WE FILL THE BILL!	
Registration Number:	3072672	WE DO OUR BEST TO SAY YES!	
Registration Number:	3089254		
Registration Number:	2566979	N	
CORRESPONDENCE DATA			
Fax Number:	3126551917		
<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:	3126559900		
Email:	asamlan@kdslaw.com		
Correspondent Name:	Alan B Samlan, Knechtel Demeur & Samlan		
Address Line 1:	525 W. Monroe st.		
Address Line 2:	suite 2360		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	NATIONWIDE		
NAME OF SUBMITTER:	Alan B. samlan		
SIGNATURE:	/Alan B. Samlan/		
DATE SIGNED:	01/20/2016		

OP \$115.00 3072671

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nationwide Acceptance Corporation

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Nationwide Acceptance LLC

Street Address: 10255 West Higgins Road, Suite 300

City: Rosemont

State: IL

Country: US Zip: 60018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3072671; 3072672; 3089254; 2566979

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

We fill the bill Reg. No.: 3072671
Design- pelican Reg. No.: 3089254

We do our best to say yes Reg. No.: 3072672
Stylized "N" logo Reg. No.: 2566979

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alan B. Samlan, Knechtel, Demeur & Samlan

Internal Address: Suite 2360

Street Address: 525 W. Monroe St.

City: Chicago

State: IL Zip: 60661

Phone Number: 312-655-9900

Docket Number: _____

Email Address: asamlan@kdslaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

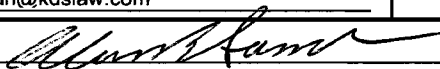
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

January 20, 2015

Date

Alan B. Samlan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated January 31, 2013, is made and entered into by and between Nationwide Acceptance Corporation, a Delaware corporation ("Assignor"), and Nationwide Acceptance LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Prospect Capital Corporation, Assignee, Assignor and the Michael R. Lutz Nonexempt Marital Trust are parties to a certain Purchase Agreement dated January 31, 2013 (the "Purchase Agreement") reflecting the terms and conditions upon which: (i) Assignor has agreed to assign and sell to Assignee LLC Subsidiary Interests and the operating assets owned or held by Assignor relating to or utilized in the Business; and (ii) Assignee has agreed to assume all of the liabilities of Assignor as of the Closing Date relating to the Business, incurred in the ordinary course of business of the LLC Subsidiaries and set forth on Section 4.14 of the Company Disclosure Schedule.

B. All of the conditions to the closing of the transactions contemplated by the Purchase Agreement have been satisfied or waived.

C. Assignor and Assignee desire to enter into this Assignment and Assumption Agreement to carry out their respective obligations under the Purchase Agreement as described above.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in reliance upon the accuracy of the above Recitals, and for and in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the same meaning as used in the Purchase Agreement.
2. Assignment of Assets. Assignor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto Assignee and its successors and assigns, its right, title and interest in, to or arising from the assets set forth on Section 2.21A of the Company Disclosure Schedule (the "Assigned Assets") TO HAVE AND TO HOLD the same, with the appurtenances thereof, unto the Assignee, its successors and assigns, forever, and for its own proper use and behalf.
3. Assignment of Contracts. Assignor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto Assignee and its successors and assigns, all of its legal and equitable rights, privileges, interests and duties in, to and under all Contracts set forth on either: (a) Section 2.03(c) of the Company Disclosure Schedule; or (b) Exhibit A attached to this Assignment and Assumption Agreement and made a part hereof.
4. Assignment of Leases. Assignor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto Assignee and its successors and assigns, all of its legal and

equitable rights, privileges, interests and duties in, to and under each of the Leases set forth on Section 2.12(a) of the Company Disclosure Schedule (the "Leases").

5. Assignment of Insurance Policies. Assignor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto Assignee and its successors and assigns, all of its legal and equitable rights, privileges, interests and duties in, to and under each of the insurance policies set forth on Section 2.17 of the Company Disclosure Schedule (the "Insurance Policies").

6. Assumption of Liabilities by Assignee.

(a) Assignee hereby accepts the foregoing assignment of the Assigned Assets, the Contracts, the Leases and the Insurance Policies and hereby covenants and agrees with Assignor to assume, keep, pay and perform all of Assignor's duties, responsibilities and obligations under or relating to said Assigned Assets, Contracts, Leases and Insurance Policies arising after the date hereof (other than liabilities attributable to any failure by the Assignor to comply with the terms thereof prior to the date hereof) in accordance with the terms and conditions thereof.

(b) Assignee hereby covenants and agrees with Assignor to assume, keep, pay and perform all of Assignor's duties, responsibilities and obligations arising under or related to all of the Liabilities of the Company as of the Closing Date relating to the Business, incurred in the ordinary course of business and set forth on Section 4.14 of the Company Disclosure Schedule.

7. Consents. Notwithstanding anything in this Assignment and Assumption Agreement or the Purchase Agreement to the contrary, Assignee shall have no liability or obligation with respect to any Contract, Lease or Insurance Policy for which consent to the within assignment is required and is not obtained.

8. Further Assurances. Assignor hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to Assignee any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by Assignee to more fully effectuate the transactions contemplated hereunder. Assignee hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to Assignor any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by Assignor to more fully effectuate the transactions contemplated hereunder.

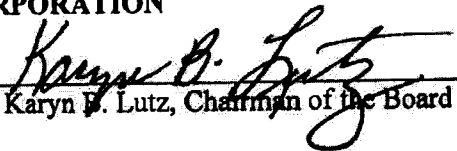
9. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, assigns and legal representatives.

10. Choice of Law. This Assignment and Assumption Agreement shall be construed under and governed by the internal laws of the State of Illinois without regard to its conflict of laws provisions.


11. Counterparts. This Assignment and Assumption Agreement may be executed in two (2) or more counterparts, each of which shall constitute a single agreement but all of which together shall constitute one and the same instrument. A copy of this Assignment and Assumption Agreement signed by any party and delivered by means of electronic mail or a facsimile machine will be treated in all manner and respects as an original instrument and will be considered to have the same binding effect as if it were an original signed version delivered in person.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as a sealed instrument as of the day and year first above written.

NATIONWIDE ACCEPTANCE
CORPORATION

By: 
Karyn E. Lutz, Chairman of the Board

NATIONWIDE ACCEPTANCE LLC

By: 
Name: Ted Fowler
Title: President

1363785v6

Company Disclosure Schedule

Section 2.21A

Assets Used in the Business of LLC Subsidiary

The following assets of the Company are used in the business of one or more LLC Subsidiaries (each as set forth in detail in the document attached to this Section 2.21A of the Company Disclosure Schedule) and are to be transferred in accordance with Section 4.14.

ALL ASSETS USED IN RELATION TO THE BUSINESS
sec 2.21 (A) NATIONWIDE ACCEPTANCE CORP only (36-2271082)
DETAILED LIST

Intangible Assets	
Registered Trademark - "We fill the bill"	-
Registered Trademark - "We do our best to say yes"	-
Registered Trademark - "old pelican"	-
Registered Trademark - Stylized N Logo	-
Website - nac-loans.com	
Website - nac-loans.net	
Website - nacapplications.net	
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