

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cogent Road Inc.		02/01/2016	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chronos Credit Solutions, LLC		
<b>Street Address:</b>	1199 S. Beltline Road		
<b>Internal Address:</b>	Suite 105		
<b>City:</b>	Coppell		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3635369	COGENT ROAD	
<b>Registration Number:</b>	2990768	FUNDINGSUITE	
<b>Registration Number:</b>	3843322	ROOHMZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029555564		
<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>			
<b>Email:</b>	kimberly.hoover@hklaw.com		
<b>Correspondent Name:</b>	Kimberly Hoover		
<b>Address Line 1:</b>	800 17th Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	147962-00001		
<b>NAME OF SUBMITTER:</b>	Kimberly Hoover, Legal Assistant		
<b>SIGNATURE:</b>	/Kimberly Hoover/		
<b>DATE SIGNED:</b>	02/03/2016		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of February 1, 2016 (the “Effective Date”), by and between **COGENT ROAD, INC.**, a California corporation (“Assignor”), and **CHRONOS CREDIT SOLUTIONS, LLC**, a Delaware limited liability company, (the “Assignee”).

**WHEREAS**, the Assignor, Assignee, Chronos Solutions Holdings 1, LLC, a Delaware limited liability company and parent of Assignee, William DiPaolo, Alan Baia and The Theresa Baia Survivor’s Trust, dated November 22, 2000, have entered into that certain Asset Purchase Agreement, dated as of December 12, 2015 (the “Purchase Agreement”), providing for the acquisition of assets and assumption of certain liabilities of the Assignor by the Assignee; and

**WHEREAS**, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignor and the Assignee have agreed to deliver this Agreement.

**NOW, THEREFORE**, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

**ASSIGNMENT**

**Section 1. Definitions.** Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

**Section 2. Assignment.**

(a) Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee, irrevocably and exclusively throughout the world,

(i) all of Assignor’s right, title and interest (whether or not now existing), in and to all of the Intellectual Property Assets, including, for the avoidance of doubt,

(ii) all of Assignor’s right, title and interest in and to the trademarks, trademark registrations set forth in Schedule 1 (collectively, the “Assigned Trademarks”), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used.

(b) The assignments described in this Section 2 include all goodwill, immunities and covenants not to sue related to the Intellectual Property Assets, all causes of action, enforcement rights and remedies in respect of the Intellectual Property Assets, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Intellectual Property Assets (if any), and all rights to collect royalties under the Intellectual Property Assets (if any), in each case possessed by the Assignor as of the Closing

against persons other than the Assignor (regardless of whether or not such claims and causes of action have been asserted by the Assignor and regardless of whether such rights are currently exercisable) to the extent related to the Assigned Intellectual Property.

**Section 3. Intellectual Property Assignment Cooperation.** Assignor shall cooperate and shall execute and deliver to Assignee further agreements assigning all Intellectual Property Assets, in forms reasonably acceptable to Assignee and suitable for filing with the United States Patent and Trademark Office and any foreign intellectual property office, as applicable. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

**Section 4. Terms of the Purchase Agreement.** Each of the Assignor and the Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

**Section 5. Succession and Assignment.** This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that no assignment by either party shall relieve such party of any of its obligations hereunder. No other persons shall have any rights under this Assignment.

**Section 6. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

**Section 7. Headings.** Section headings of this Assignment have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Assignment Agreement.

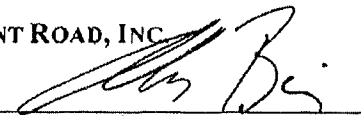
**Section 8. Counterparts and Signature.** This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument, and which shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other party.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

**ASSIGNOR:**

COGENT ROAD, INC.

By:   
Name: Alan Baia  
Title: President

**ASSIGNEE:**

Chronos Credit Solutions, LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

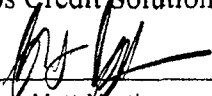
**ASSIGNOR:**

**COGENT ROAD, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Chronos Credit Solutions, LLC

By:  \_\_\_\_\_  
Name: Matt Martin  
Title: CEO

SCHEDULE 1  
ASSIGNED TRADEMARKS

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
COGENT ROAD	US	3635369	6/9/2009	Cogent Road, Inc.
FUNDINGSUITE	US	2990768	8/30/2005	Cogent Road, Inc.
ROOHMZ	US	3843322	08/31/2010	Cogent Road, Inc.