

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademark Collateral		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDLEY OPPORTUNITY FUND II LP		02/12/2016	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL LLC		
<b>Street Address:</b>	280 PARK AVENUE		
<b>Internal Address:</b>	6TH FLOOR EAST		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<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>	4465062	G2N	
<b>Registration Number:</b>	4465063	G2N	
<b>Registration Number:</b>	4465061	HONEST & HEALTHY BOTTOM LINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572913		
<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>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	51494.026 G2N		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	02/12/2016		
<b>Total Attachments: 4</b>			

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of February 12, 2016, from **MEDLEY OPPORTUNITY FUND II LP**, a Delaware limited partnership, as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the “Existing Agent”), to **MEDLEY CAPITAL LLC**, a Delaware limited liability company, as the successor Collateral Agent for the Secured Parties effective as of December 11, 2015 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of November 18, 2015 by G2N, INC., a Missouri corporation (the “Grantor”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on November 23, 2015 at Reel 5674 Frame 0474 (the “Trademark Security Agreement”), the Grantor granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.
3. Further Assurances. Subject to the terms of that certain Resignation of Agent and Appointment of Successor Agent Agreement, dated as of December 11, 2015, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

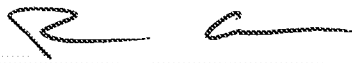
*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

**MEDLEY OPPORTUNITY FUND II LP**

By: MOF II Management LLC, its Authorized Signatory

By:  \_\_\_\_\_

Name: Richard T. Allorto

Title: Chief Financial Officer

Accepted and Agreed:

SUCCESSOR AGENT:

**MEDLEY CAPITAL LLC,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Richard T. Allorto

Title: Chief Financial Officer

**Schedule 1**

REGISTERED TRADEMARKS

Mark	Registrant	Serial No.	Filing Date	Reg. No.	Reg. Date
G2N	G2N, Inc.	85/869,306	3/7/2013	4,465,062	1/14/2014
G2N (and Apple Design)	G2N, Inc.	85/869,307	3/7/2013	4,465,063	1/14/2014
HONEST & HEALTHY BOTTOM LINES	G2N, Inc.	85/869,304	3/7/2013	4,465,061	1/14/2014