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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM373488

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baker Hill Acquisitions, LLC		02/10/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Baker Hill Solutions, LLC	
Street Address:	12900 North Meridian, Suite 200	
City:	Carmel	
State/Country:	INDIANA	
Postal Code:	46032	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3072229	PORTFOLIO RISK ADVISOR
Registration Number:	2993440	CLIENT ADVISOR
Registration Number:	3006690	EXCEPTION ADVISOR
Registration Number:	3003287	BAKER HILL
Registration Number:	3083230	BAKER HILL ORIGINATION
Registration Number:	2981546	BANK2DEALER
Registration Number:	2848970	BANK2CONSUMER
Registration Number:	2867455	BAKER HILL ADVISOR
Registration Number:	2715477	BANK2BUSINESS
Registration Number:	1963158	ONEPOINT

CORRESPONDENCE DATA

Fax Number: 3175715125

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.

Phone: 317-814-1245

Email: debbie.mcclain@bakerhill.com

Correspondent Name: Debbie McClain

Address Line 1: 12900 North Meridian, Suite 200

Address Line 4: Carmel, INDIANA 46032

TRADEMARK REEL: 005733 FRAME: 0544

900354483

NAME OF SUBMITTER:	debbie mcclain
SIGNATURE:	/debbiemcclain/
DATE SIGNED:	02/17/2016
Total Attachments: 3	
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made as of January 20, 2016 (the "Effective Date"), by and between Baker Hill Acquisition, LLC, a Delaware limited liability company, having a place of business at 12655 SW Center Street, 100 Cascade Plaza West, Beaverton, OR 97005 ("Assignor"), and Baker Hill Solutions, LLC, a Delaware limited liability company, having a place of business at 12900 North Meridian, Suite 200, Carmel, IN 46032 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in, and to, the trademarks listed on attached Schedule A (collectively, the "Trademarks"), the applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill associated with and arising from use of and symbolized by the foregoing; and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor, who is wholly owned subsidiary of Assignee, wishes to assign all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including any common laws rights to such Trademarks and together with the goodwill of the business in connection with which the Trademarks are used, the portion of the business of Assignors to which any intent-to-use trademarks set forth on Schedule A pertains, and all trademark applications, registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successor's, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and without further compensation (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

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[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Baker Hill Acquisition, LLC

Зу:<u>__</u>___

Name: Name: Name: Name:

Title: CO

Baker Hill Solutions, LLC

Bv.

Name: // //

itle[.] Z

TRADEMARK REEL: 005733 FRAME: 0547

SCHEDULE A

TRADEMARKS

	Mark	Jurisdiction	App No. /App. Date	Reg. No. /Reg. Date
1.	PORTFOLIO RISK ADVISOR	US	76594046 26-May-2004	3072229 21-Mar-2006
2.	CLIENT ADVISOR	US	76594048 26-May-2004	2993440 06-Sep-2005
3.	EXCEPTION ADVISOR	US	76594047 26-May-2004	3006690 11-Oct-2005
4.	BAKER HILL	บร	7655523 31-Oct-2003	3003287 04-Oct-2005
5.	BAKER HILL ORIGINATION	US	7655524 31-Oct-2003	3083230 18-Apr-2006
6.	BANK2DEALER	US	7655525 31-Oct-2003	2981546 02-Aug-2005
7.	BANK2CONSUMER	US	76483043 14-Jan-2003	2848970 01-Jun-2004
8.	BAKER HILL ADVISOR	US	76447175 05-Sep-2002	2867455 27-Jul-2004
9.	BANK2BUSINESS	US	76409401 17-May-2002	2715477 13-May-2003
10.	ONEPOINT	US	74646987 15-Mar-1995	1963158 19-Mar-1996
11.	STATEMENT ANALYZER	US	N/A	N/A
12.	COMMERCIAL BUSINESS LENDING OPTION	US	N/A	N/A
13.	APPLINK	US	N/A	N/A

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RECORDED: 02/17/2016