

04/07/2016

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)



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PATEM & TRADEMARK OFFICE

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):

Mylumpsum LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 19, 2016

- 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: DRB Capital, LLC

Street Address: 1625 S Congress Ave., Ste. 200

City: Delray Beach

State: Florida

Country: USA Zip: 33445

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other lim liab co 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)

4602522

Additional sheet(s) attached? Yes No

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

MYLUMPSUM registered on 9/9/2014

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

Name: Jason Sutherland, Esq.

Internal Address: _____

Street Address: 1625 S Congress Ave., Ste. 200

City: Delray Beach

State: Florida Zip: 33445

Phone Number: 866 - 547 6005

Docket Number: _____

Email Address: jsutherland@drbmail.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

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Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Sergio Salani

2/19/2016

Date

Name of Person Signing

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

7

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

TRADEMARK

REEL: 005768 FRAME: 0121

ASSET PURCHASE AGREEMENT

BY AND AMONG

OXFORD INTERNATIONAL GROUP, LLC,

MYLUMPSUM LLC

AND

DRB CAPITAL, LLC

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") dated February [●], 2016, by and among Oxford International Group, LLC, a Florida limited liability company ("Oxford"), MyLumpSum LLC, a Florida limited liability company ("MLS" and, together with Oxford, the "Sellers"), and DRB Capital, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Sellers are specialty finance companies that purchase future cash flows from annuitants, structured settlement recipients and lottery winners (the "Business").

B. Sellers desire to sell the Purchased Assets (as defined herein) and assign the Assumed Liabilities (as defined herein), and Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1. Definition of Business. As used herein, "Business" shall have the meaning given to such term in the Recitals hereto.

1.2. Assets to be Transferred. Subject to the terms and conditions of this Agreement, Sellers shall sell, transfer, convey, assign, and deliver to Buyer and Buyer shall purchase and accept, free and clear of all Liens (as hereinafter defined), all of the following assets or rights of Sellers (the "Purchased Assets"):

(a) Literature. All sales literature, promotional literature, catalogs and similar materials used in connection with the Business.

(b) Records and Files. All customer lists, databases, access codes, and other data and records and files related to the database and customer lists owned by a Seller and used in connection with the Business, except to the extent the records relate to the Excluded Assets.

(c) Work-in-Process Pipeline. All potential purchases of future cash flows ("Future Cash Flows") from annuitants, structured settlement recipients and lottery winners (each, a "Recipient") by a Seller, including, without limitation, (i) all leads regarding potential purchases of Future Cash Flows, (ii) potential purchases of Future Cash Flows at the preliminary negotiation stage, (iii) potential purchases of Future Cash Flows where a Seller has presented a Recipient with proposed terms but for which no definitive purchase agreement has been presented or executed, and (iv) potential purchases of Future Cash Flows where a Seller has presented a definitive purchase agreement to the Recipient (each, a "Presented Contract"), all such Presented Contracts being listed on Schedule 1.2(c).

(d) Assumed Contracts. All of the rights of each Seller under the Assumed Contracts (as defined herein).

(e) Intellectual Property. All of Sellers' Intellectual Property (as defined in Section 4.10).

(f) Restrictive Covenants. All Sellers' rights and remedies, at law or in equity, arising from or related to all restrictive covenants, confidentiality obligations, covenants not to compete, non-solicitation covenants, nondisclosure covenants and all similar rights, agreements and covenants protecting or relating to the Business, to the extent transferable.

(g) Balance Sheet Receivables. Those rights to payment related to sellers Jennings and Foster currently owned by Seller; specifically, those payment streams sent to Buyer by Seller via email on February 12, 2016.

1.3. Excluded Assets. Notwithstanding anything contained herein, Sellers shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer will not purchase or accept, any business, rights, claims or assets (of any kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, and wherever situation) of Sellers, other than the Purchased Assets, including, without limitation, the following assets of Sellers (the "Excluded Assets"):

(a) Rights Under Agreement. All rights of Sellers under this Agreement and all agreements executed or delivered in connection herewith.

(b) Insurance Policies. All insurance policies and rights thereunder, except any proceeds of claims thereunder.

(c) Personal Property. All equipment, vehicles, supplies, furniture and all other personal property.

(d) Cash and Cash Equivalents. All cash and cash equivalents.

(e) Prepaid Expenses. All prepaid rent and security deposits.

(f) Receivables. All accounts receivable and rights to payment of money of every type and nature, including cash advances made prior to the Closing Date related to Presented Contracts.

ARTICLE II. ASSUMPTION OF LIABILITIES

2.1. Liabilities to be Assumed. Subject to the terms and conditions of this Agreement, Buyer shall assume and agree to perform and discharge the following, and only the following, liabilities and obligations of Sellers (collectively the "Assumed Liabilities"):

4.9. Assumed Contracts. Sellers have provided to Buyer a true and complete copy of each Assumed Contract, including all amendments or other modifications thereof. Each Assumed Contract is a valid and binding obligation of a Seller and, to Sellers' knowledge, of each other party thereto, enforceable in accordance with its terms, subject only to bankruptcy, reorganization, receivership and other laws affecting creditors' rights generally and principles of equity. Each of the Assumed Contracts is in full force and effect and, to Sellers' knowledge, is not subject to any claims, charges, setoffs or defenses. Each Assumed Contract was effected in arm's length negotiations. The applicable Seller has performed all obligations required to be performed by it prior to the date hereof under the Assumed Contracts to which such Seller is a party and is not in breach or default thereunder nor has any event occurred which, with the giving of notice or the passage of time or both, would constitute a breach or default.

4.10. Intellectual Property. Schedule 4.10 sets forth a true and correct list of all (a) registered or patented Intellectual Property (or applications therefor), (b) computer software, except for "shrink-wrap" and "off-the-shelf" software and (c) material unregistered Intellectual Property, in each case, used in the Business. Sellers own and possess the entire right, title and interest in and to all Intellectual Property set forth on Schedule 4.10, free and clear of all Liens except for customary restrictions related to shrink-wrap and off-the-shelf software and as set forth on Schedule 4.10. For purposes of this Agreement, the term "Intellectual Property" shall mean (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software (in both source code and object code form), data, databases and documentation thereof, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information) (the "Trade Secrets"), (vii) internet domain names and web sites, (viii) industrial designs, (ix) registrations and applications for any of the foregoing and (x) copies and tangible embodiments thereof (in whatever form or medium). Except as set forth on Schedule 4.10, Sellers have taken all reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets. To the knowledge of Sellers, there has not been any breach by any party of the confidentiality of the Trade Secrets. To the knowledge of Sellers, the Trade Secrets have not been disclosed, sold, licensed or otherwise transferred by Sellers to any person or entity other than employees or contractors of Sellers who had a need to know and use the Trade Secrets in the course of their employment or contract performance and to parties subject to customary confidentiality agreements and use restrictions.

4.11. No Brokers or Finders. No Seller or any of its managers, officers, employees, members or agents have retained, employed or used any broker or finder in connection with the transactions provided for herein or in connection with the negotiation thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SELLERS:

OXFORD INTERNATIONAL GROUP,
LLC

By: _____
Name: _____
Its: _____

MYLUMPSUM LLC

By: _____
Name: _____
Its: _____

BUYER:

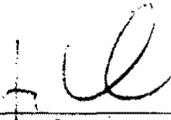
DRB CAPITAL, LLC

By: 
Name: Robert T. Rigal
Its: COO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SELLERS:

OXFORD INTERNATIONAL GROUP,
LLC

By: 
Name: SERGIO SALAZAR
Its: CEO

MYLUMPSUM LLC

By: 
Name: SERGIO SALAZAR
Its: CEO

BUYER:

DRB CAPITAL, LLC

By: _____
Name: _____
Its: _____