

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of security interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Peninsula Fund IV Limited Partnership		11/04/2014	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ZD Holding, LLC		
Street Address:	541 Laser Rd NE		
City:	Rio Rancho		
State/Country:	NEW MEXICO		
Postal Code:	87124		
Entity Type:	Limited Liability Company: NEW MEXICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3314823	VERSALINER	
Registration Number:	3171441	CLINGZ	
Registration Number:	2050952	CLINGZ	
CORRESPONDENCE DATA			
Fax Number:	5052478881		
<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:	5052478860		
Email:	rjm@rmclawyers.com		
Correspondent Name:	Robert J Muehlenweg		
Address Line 1:	316, Osuna Rd NE Ste 201		
Address Line 4:	Albuquerque, NEW MEXICO 87107		
NAME OF SUBMITTER:	Robert J. Muehlenweg		
SIGNATURE:	/Robert J. Muehlenweg/		
DATE SIGNED:	12/21/2016		
Total Attachments: 4			
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OP \$90.00 3314823

ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents is entered into as of November 4, 2014 (the "Effective Date") by THE PENINSULA FUND IV LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor") to ZD HOLDING, LLC, a New Mexico limited liability company ("Assignee").

Assignor is the present owner and holder of those certain loan documents, security document, promissory notes and other agreements listed on Exhibit A attached hereto (collectively, the "Loan Documents").

Assignor and Assignee are parties to that certain Sale and Assignment Agreement dated as of November 4, 2014 (the "Sale Agreement") pursuant to which Assignor agreed to sell and Assignee agreed to purchase, among other items, the Loan Documents and all rights and obligations of Assignor thereunder.

Assignor does hereby ASSIGN, SELL, TRANSFER, CONVEY, ENDORSE, SET OVER and DELIVER to Assignee the Loan Documents, together with all liens, security interests, collateral, assignments, rights, powers and privileges evidenced by the Loan Documents or otherwise securing the payment of the promissory notes and other obligations evidenced by the Loan Documents.

This Assignment is made by the Assignor WITHOUT RECOURSE and/or representation or warranty, except the representations and warranties set forth in the Sale Agreement.

At Assignee's cost and expense, Assignor shall execute and deliver to Assignee from time to time, upon demand, such supplemental agreements, statements, assignments and transfers, or instructions or documents relating to the Loan Documents, and such other instruments as Assignee may request, in order that the full intent of this Assignment may be carried into effect.

Assignee is hereby authorized to file and record, at its cost and expense, such assignments and UCC-3 assignments as it deems appropriate to carry out the terms of this Assignment.

This Assignment of Loan Documents shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

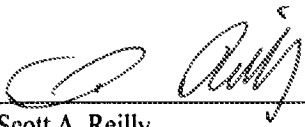
WITNESS the due execution hereof to be effective as the date set forth above.

ASSIGNOR:

THE PENINSULA FUND IV LIMITED
PARTNERSHIP

By: Peninsula Fund IV Management L.L.C.
Its: General Partner

By: Peninsula Capital Partners L.L.C.
Its: Manager

By: 

Scott A. Reilly
Its: President and Chief Investment Officer

Signature page to Assignment of Loan Documents

TRADEMARK
REEL: 005950 FRAME: 0308

Exhibit A

Note Purchase Agreement documents

Note Purchase Agreement, dated as of May 22, 2008 between ClingZ, Inc. (the "Company") and The Peninsula Fund IV Limited Partnership ("Peninsula"), as amended by First Amendment to Note Purchase Agreement dated as of May 29, 2009, Second Amendment to Note Purchase Agreement dated as of March 31, 2010 and Third Amendment to Note Purchase Agreement dated as of March 31, 2011 but effective as of January 1, 2011 and by Fourth Amendment to Note Purchase Agreement dated as of December 13, 2011 and by Fifth Amendment to Note Purchase Agreement dated as of April 30, 2012 and by Sixth Amendment to Note Purchase Agreement dated as of May 10, 2013

Senior Subordinated Note dated as of May 22, 2008 by the Company to Peninsula in the original principal of \$5,000,000 (as of August 31, 2014, the outstanding principal amount of Senior Subordinated Note is \$ \$2,129,153.42)

Deferral Note dated as of March 31, 2014 by the Company to Peninsula in the original principal amount of \$182,557.54

Security Agreement dated as of May 22, 2008 from the Company in favor of Peninsula

Intellectual Property Security Agreement dated as of May 22, 2008 from the Company in favor of Peninsula

Any UCC financing statements with the Company as debtor and Peninsula as secured party

Senior Loan Documents

Credit Agreement dated as of May 15, 2008, as amended, between the Company and Peninsula, as assignee of Wells Fargo Bank, National Association ("Original Senior Lender")

Amended and Restated Promissory Note dated as of May 10, 2013 in the original principal amount of \$750,000 from the Company to Peninsula (as of August 31, 2014, the outstanding principal amount of Amended and Restated Promissory and accrued and unpaid interest is \$823,825.04)

Security Agreement dated as of May 15, 2008 between the Company and Peninsula, as assignee of Original Senior Lender

Participation Agreement dated as of July 7, 2009 between Peninsula and Moritz Schlenzig

Participation Agreement dated as of July 7, 2009 between Peninsula and Stephen Dunn

Senior Subordination Agreement dated as of May 22, 2008, as amended, among Peninsula, Peninsula as assignee of Original Senior Lender and the Company

Letter Agreement dated as of September 17, 2014 between Peninsula and Abano, LLC

Any UCC financing statements with the Company as debtor and Peninsula as secured party