

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primary Capital Mortgage, LLC		06/06/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Stearns Lending, LLC		
Street Address:	4 Hutton Centre Drive, 10th Floor		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92707		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5162766	QUALIFI	
Serial Number:	86837039	QUALIFI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Lesley Y. Kim		
SIGNATURE:	/lesley kim/		
DATE SIGNED:	08/10/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of June 6, 2017, by and between Primary Capital Mortgage, LLC, a Georgia limited liability company with its principal place of business at 1000 Parkwood Circle, Atlanta, Georgia 30339 ("Assignor"), and Stearns Lending, LLC, a California limited liability company with its principal place of business at 4 Hutton Centre Drive, 10th Floor, Santa Ana, California 92707 ("Assignee"), with reference to that certain Asset Purchase Agreement between Assignor and Assignee dated as of June 6, 2017 ("Agreement").

WHEREAS, Assignor owns the trademarks (the "Marks") and U.S. trademark applications and registrations (collectively "Registrations") identified in Schedule A attached hereto;

WHEREAS, Assignee is the successor to the business of Assignor to which the Marks pertain;

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, and the Registrations, and Assignee desires to accept such assignment;

WHEREAS, Section 2.1(c) of the Agreement requires Assignor to deliver at closing such further documents as might be required to reflect Assignor's assignment to Assignee of the Marks, along with the goodwill of the business symbolized thereby, and the Registrations; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all the right, title and interest in and to the Marks, including the goodwill, and the Registrations to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all

corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.


4. This Assignment may be executed in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment. Any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes, and all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, as of the day and year first above written.

Assignor:

PRIMARY CAPITAL MORTGAGE, LLC




Name: Anthony Chignio

Title: Chief Executive Officer

Date: June 6, 2017

Assignee:

STEARNS LENDING, LLC



Name: James Hecht

Title: Chief Operating Officer

Date: June __, 2017

Signature Page to Trademark Assignment

TRADEMARK
REEL: 006127 FRAME: 0053

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, as of the day and year first above written.

Assignor:

PRIMARY CAPITAL MORTGAGE, LLC

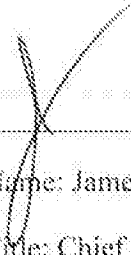
Assignee:

STEARNS LENDING, LLC

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Name: Anthony Coniglio

Title: Chief Executive Officer

Date: June _____, 2017

.....

Name: James Hecht

Title: Chief Operating Officer

Date: June 6, 2017

SCHEDULE A

Mark	Class(es)	Serial No. Filing Date	Reg. No. Reg. Date
QUALIFI	36	86/981,419 December 2, 2015	5,162,766 March 14, 2017
QUALIFI	9	86/837,039 December 2, 2015	