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ETAS ID: TM472709

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

**EFFECTIVE DATE:** 01/22/2018

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UCG, LLC		05/03/2018	Limited Liability Company: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Vantage Production, LLC		
Street Address:	10 State Route 35		
City:	Red Bank		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3132246	LOANTOOLBOX

# **CORRESPONDENCE DATA**

**Fax Number:** 3035726540

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:** 303 572 6500

**Email:** gtipmail@gtlaw.com,strongg@gtlaw.com,dentonj@gtlaw.com

Correspondent Name: GAYLE L. STRONG

Address Line 1: 1200 17TH STREET, SUITE 2400

Address Line 2: Greenberg Traurig LLP

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	079539.020000
NAME OF SUBMITTER:	GAYLE L. STRONG
SIGNATURE:	/Gayle L. Strong/
DATE SIGNED:	05/04/2018

**Total Attachments: 3** 

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## TRADEMARK ASSIGNMENT

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement (the "Purchase Agreement") dated as of January 22, 2018 and entered into by UCG, LLC, a Maryland limited liability company ("Assignor") having a principal place of business at 9737 Washingtonian Blvd., Suite 200, Gaithersburg, Maryland 20878, and Tabrasa, Inc., a Delaware corporation ("Buyer") in connection with the sale of all of the membership interest of Vantage Production, LLC, a Delaware limited liability company ("Assignee") having a principal place of business at 10 State Route 35, Red Bank, NJ 07701, Assignor has agreed to transfer and assign the Mark (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in order to effectuate Assignor's assignments to Assignee of all rights, title and interests in and to Assignor's Mark as defined in the Purchase Agreement, Assignor is executing this instrument of assignment.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, effective as of the date of January 22, 2018 to Assignee, the Assignor's entire right, title and interest throughout the world in and to, as well as the goodwill of the business symbolized by, the Mark identified on Exhibit A attached hereto, which constitutes the pertinent record contained in the Purchase Agreement.

Together with Assignor's right, title and interest throughout the world in and to the Mark, as well as the goodwill of the business associated with said Mark being assigned to Assignee, are the rights to police, monitor and enforce said marks against any and all past infringements which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration thereof.

Assignor hereby represents, covenants and warrants that, with respect to the Mark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of all liens, claims, encumbrances, security interests and any other restrictions or charges of any kind or nature, and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any trademark office of any other country throughout the world, at Assignor's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Marks, at Assignor's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country throughout the world, to issue any and all

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trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and trademark office or the Trademark Office of any other country throughout the world.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the date shown below, effective *nun pro tunc* January 22, 2018.

## **ASSIGNOR:**

UCG, LLC

By aduin net

Print Name: \_\_Edwin Peskowitz

Its: Partner

Date of execution: May 3rd, 2018

Effective nunc pro tunc January 22, 2018

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# **EXHIBIT A**

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**RECORDED: 05/04/2018**