

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Bank, N.A.		05/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Compu-Link Corporation		
Doing Business As:	Celink		
Street Address:	3900 Capital City Blvd.		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48906		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2775594	FINANCIAL FREEDOM	
Registration Number:	2763016	THE REVERSE MORTGAGE SPECIALIST	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3575		
Email:	kattendctm@kattenlaw.com		
Correspondent Name:	Michael Justus-Katten Muchin Rosenman LL		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
ATTORNEY DOCKET NUMBER:	381497-00022		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	06/04/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 31, 2018 by and between CIT Bank, N.A., a national association, having a place of business at 75 North Fair Oaks Ave., Pasadena, CA 91103 ("Assignor"), and Compu-Link Corporation (dba Celink), a Michigan corporation, having a place of business at 3900 Capital City Blvd., Lansing, MI 48906 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and applications for trademark registration, each as set forth on Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of that certain separate Asset Purchase Agreement dated as of October 6 2017 by and between the Assignor and Assignee ("Purchase Agreement") Assignee desires to purchase and take assignment of all of Assignor's rights, titles and interests in and to the Trademarks, and the goodwill of the business symbolized thereby.

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

1. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Trademarks set forth in Schedule A hereto, together with all goodwill associated therewith, and any and all common law rights thereof, including without limitation: (i) all extensions and renewals of any such application, registration and filing; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iii) all rights to sue for past, present, and future infringements or misappropriations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all rights corresponding to any of the foregoing throughout the world; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. Assignor hereby authorizes the division by Assignee of the information provided in Schedule A in order to facilitate the conveyance, transfer and assignment, consolidation, vesting, and recording in Assignee of full ownership of the Trademarks on a jurisdiction by jurisdiction basis.

4. No provision of this Trademark Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

5. For purposes of this Trademark Assignment: (a) "Action" means any claim, action, cause of action, suit, audit, assessment, litigation, arbitration, notice of violation, investigation, opposition, interference, hearing, complaint, demand or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity) that is commenced, brought, conducted, tried or heard by or before, or otherwise involving, any Governmental Body; (b) "Governmental Body" means any federal, state, local, municipal, supra-national or foreign government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body; and (c) "Requirements of Law" means any federal, state, local, municipal, supra national or foreign laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body.

6. This Trademark Assignment (and any causes of action, Actions, controversies or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed and enforced in accordance with, the Requirements of Law of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the Requirements of Law of any other jurisdiction and without the requirement to establish commercial nexus in New York.

7. Assignor and Assignee agree that any dispute with respect to this Trademark Assignment shall be resolved, only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, both Assignor and Assignee by this Trademark Assignment irrevocably and unconditionally: (i) submits for itself and its property in any Action relating to this Trademark Assignment, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York, the United States District Court for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Action shall be heard and determined in such New York State court or, to the extent permitted by Requirements of Law, in such federal court; (ii) consents that any such Action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided underneath such party's signature to this Trademark Assignment; and (iv) agrees that nothing in this Trademark Assignment shall affect the right to effect service of process in any other manner permitted by the Requirements of Law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

CIT BANK, N.A.



Name: Shannon Lowry Bender

Title: *Senior* Vice President

Address: 75 North Fair Oaks Ave.,
Pasadena, CA 91103

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNEE:

**COMPU-LINK CORPORATION (DBA
CELINK)**



Name: *JAMES R. MAHONEY*

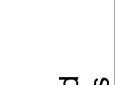
Title: *CHAIRMAN*

Address: 3900 Capital City Blvd.,

Lansing, MI 48906

[Signature Page to Trademark Assignment]

SCHEDULE A

Mark Description	Image	Class(es) and Goods	Country	Status	Reg. No.
FINANCIAL FREEDOM & Flag Design		36: REVERSE MORTGAGE LENDING.	United States	Registered	2775594
THE REVERSE MORTGAGE SPECIALIST (Word) <small>ACTIVE 218261850v.1</small>		36: [Reverse mortgage lending and] servicing of reverse mortgages.	United States	Registered	2763016