

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487154

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900458046

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Able Lending, Inc.		11/08/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Foundation Group, LLC
Street Address:	11501 Sunset Hills Rd. Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4703708	

CORRESPONDENCE DATA

Fax Number: 5717484787
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: 5717484787
Email: thomas.friedrich@foundation.com
Correspondent Name: Foundation Group, LLC
Address Line 1: 11501 Sunset Hills Rd
Address Line 2: Suite 100
Address Line 4: Reston, VIRGINIA 20190

NAME OF SUBMITTER:	Thomas J. Friedrich
SIGNATURE:	/s/ Thomas J. Friedrich
DATE SIGNED:	08/23/2018

Total Attachments: 5

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TRADEMARK AND TRADENAME ASSIGNMENT AGREEMENT

This TRADEMARK AND TRADENAME ASSIGNMENT AGREEMENT (this "Agreement") dated as of November 2, 2017 between Able Lending, Inc., a Delaware corporation ("Assignor"), and Fundation Group LLC, a Delaware limited liability company ("Assignee", and each of Assignor and Assignee, a "Party").

WHEREAS, Assignor is the owner of certain intellectual property in the form of the registered trademark for Able Lending, Inc., United States Patent and Trademark Office Registration Number 4,703,708, and is also the owner of the unregistered Tradename "Able Lending"; and,

WHEREAS, Parties desire to enter into this Agreement for the full assignment of all right, title, and interest in both the registered trademark and the unregistered trade name.

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademark and tradename stated above and set forth in Exhibit A hereto, (ii) any trademark, service mark, tradename, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Exhibit A hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Able Lending", the trademarked logo design set forth in Exhibit A hereto or any term, design or other source identifier that is a derivative of or confusingly similar to the term "Able Lending" or the trademarked logo design set forth in Exhibit A hereto, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Exhibit A hereto), (v) the rights to sue for all past, present and future infringement or misappropriations of the trademark and tradename, (vi) any income, royalties and damages hereafter due and payable to Assignor with respect to the trademark and tradename set forth in Exhibit A, including, without limitation, any damages or payments for past or future infringements or misappropriations of the trademark or tradename, and (vii) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER: LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Exhibit) constitutes the entire understanding and agreement of the Parties

with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law rules of such state.

[Signature pages follow]

AGREED AND ACCEPTED this 7 day of November, 2017

Assignor:

ABLE LENDING, INC., a Delaware corporation

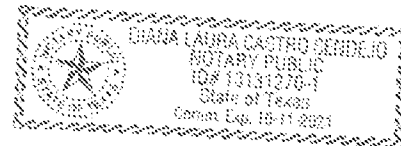
By: William J. Davis, Jr.
Name: William J. Davis, Jr.
Title: CEO

State of Texas

County of Travis

On the 8 day of October in the year 2017, before me, the undersigned notary public, personally appeared William J. Davis, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing agreement and acknowledged to me that he executed the same in his capacity as Chief Executive Officer of Able Lending, Inc., and that by his signature on the affidavit, the individual executed the instrument and intends to be bound by its terms.

[Signature]
Notary Public
My Commission Expires:



Assignee:

FUNDATION GROUP LLC, a Delaware limited liability company

By: _____

Name: Barry Feierstein

Title: COO

State of _____

County of _____

On the _____ day of October in the year 2017, before me, the undersigned notary public, personally appeared Barry Feierstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing agreement and acknowledged to me that he executed the same in his capacity as Chief Operating Officer of Fundation Group LLC, and that by his signature on the affidavit, the individual executed the instrument and intends to be bound by its terms.

Notary Public

My Commission Expires:

EXHIBIT A

ASSIGNED MARKS

<u>Country</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>Registration No.</u>
United States	Trademark for "AB Logo"	March 17, 2015	USPTO 4,703,708
United States	Tradename "Able Lending"	N/A	N/A