TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM508557

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Formerly Execution Date Entity	
LENDEDGE, LLC		07/31/2014	Limited Liability Company: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	BRICKHEAD TECHNOLOGY, LLC
Street Address:	155 COMMERCE WAY
City:	PORTSMOUTH
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4186674	UPENDING LENDING
Registration Number:	3992971	LENDEDGE

CORRESPONDENCE DATA

Fax Number: 2156894934

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: 215-979-1191

Email: nkmclaughlin@duanemorris.com

Nicole K. McLaughlin, Duane Morris LLP **Correspondent Name:**

Address Line 1: 30 South 17th Street

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	K0927-00205
NAME OF SUBMITTER:	Nicole K. McLaughlin
SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	02/04/2019

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made effective as of the day of ______, 2014, by and between LENDEDGE, LLC, a New Hampshire limited liability company (the "Assigner"), and BRICKHEAD TECHNOLOGY, LLC, a New Hampshire limited liability company (the "Assignee").

RECITALS

WHEARES, the Assignor is the owner of all right, title and interest in and to certain registered and unregistered intellectual property including, but not necessarily limited to, the intellectual property identified on <u>Exhibit A-1</u> (Registered Trademarks), <u>Exhibit A-2</u> (Registered Copyrights), <u>Exhibit A-3</u> (Unregistered Copyrights) and <u>Exhibit A-4</u> (Domain Names) attached hereto (collectively, the "<u>Intellectual Property</u>"); and

WHEREAS, the Assignor desires to assign to the Assignee all of its rights and interests to the Intellectual Property, including all goodwill attaching thereto, and the Assignee desires to accept such assignment.

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

Assignment.

- (a) The Assignor hereby grants, transfers, assigns, and conveys to the Assignee, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Intellectual Property including all goodwill attaching thereto for Assignee's sole use and control as fully and entirely as those rights would have been held by Assignor if this assignment and transfer had not been made including, but not limited to, the right to secure trade name, service mark or trademark registration or reservation with the New Hampshire Secretary of State and/or the United States Patent and Trademark Office and to any resulting registration or reservation in the Assignee's name as registrant or reservor, and the right to secure renewals, reissues, and extensions of any such Intellectual Property registration or reservation in the United States of America or any foreign country.
- (b) The Assignor hereby confirms that the Assignee and its successors and assigns, owns the entire title, right and interest in the Intellectual Property, including the right to register or reserve any derivative name based upon any reasonable derivation of the Intellectual Property. The Assignor agrees that no rights in the Intellectual Property are retained by the Assignor.
- 2. <u>Further Action</u>. The Assignor agrees to take all actions and cooperate as is reasonable and necessary to protect the Assignee's right to the Intellectual Property and further agrees to execute any document that might be reasonably necessary to perfect the Assignee's ownership of the Intellectual Property and that might be reasonably necessary to perfect registration or reservation with the New Hampshire Secretary of State, the United States Patent and Trademark Office and/or any other applicable jurisdictions.
- 3. Power of Attorney with Respect to Intellectual Property and Domain Names. The Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the Assignor's true and lawful attorney and attorneys, with full power of substitution, in the Assignor's name and stead, but on behalf and for the benefit of the Assignee, its successors and assigns, to demand and receive any and all of the Intellectual Property, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Assignor's name, or otherwise, for the benefit of the Assignee, its

successors and assigns, any and all proceedings at law, in equity or otherwise, which the Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Intellectual Property and Domain Names or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relating to the Intellectual Property which the Assignee, its successors or assigns shall deem desirable, the Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by its dissolution or in any manner or for any reason whatsoever.

- 4. <u>Headings</u>. The headings used herein are inserted for convenience of reference only and shall not define, limit, extend or describe the scope of this Agreement or affect the construction or interpretation hereof.
- 5. <u>Binding Effect.</u> This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.
- 6. <u>Complete Agreement</u>. This Agreement sets forth the entire agreement by and between the Assignor and the Assignee concerning the subject matter hereof.
- 7. Governing Law: Jurisdiction. This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire, excluding choice of law rules or rulings. The parties hereto consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder, and expressly waive any and all objections that any of them may have as to venue in any such courts.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed by each of the parties hereto effective as of the date hereinbefore first written.

In the Presence of:

ASSIGNOR:

LENDEDGE, LLC

Stephen C. Lankler, Manager

ASSIGNEE:

BRICKHEAD TECHNOLOGY, LLC

Stephen C. Lankler, Manager

Exhibit A-1

Registered Trademarks

Trademark	Application Number and/or Registration Number	Registration Authority
UPENDING LENDING	. Registration No. 4,186,674	USPTO
LENDEDGE	Registration No. 3,992,971	USPTO

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RECORDED: 02/04/2019