

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620989

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CAPITALA PRIVATE ADVISORS, LLC | | 01/15/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | 480 CAPITAL LLC | | |
| Street Address: | 120 West Harvest Drive | | |
| Internal Address: | c/o Sandhills Global, Inc. | | |
| City: | Lincoln | | |
| State/Country: | NEBRASKA | | |
| Postal Code: | 68521 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88230950 | CURRENCY | |
| Serial Number: | 88230938 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700, ATTN: IP DEPARTMENT | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 044821.000014 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |
| DATE SIGNED: | 01/19/2021 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Trademark Assignment") is made as of January 15, 2021 by and among Capitala Private Advisors, LLC, a Delaware limited liability company ("Secured Party Seller") and 480 Capital LLC, a Delaware limited liability company ("Buyer"; Buyer and Secured Party Seller are each a "Party", and collectively, the "Parties"). Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Transfer Statement (as defined below) or as incorporated herein.

WHEREAS, pursuant to Section 9-610 et seq. of the Uniform Commercial Code, and as documented by the Transfer Statement dated of even date herewith (the "Transfer Statement"), Secured Party Seller exercised its post-default remedies with respect to, and has foreclosed upon and transferred to Buyer pursuant to that certain Secured Party Equity and Asset Sale Agreement of even date herewith (the "Sale Agreement") between Secured Party Seller and Buyer, the rights of Currency Capital, LLC, a Delaware limited liability company ("Debtor"), in and to the Collateral, including the Debtor's rights in the trademark registrations and applications set forth on Schedule A hereto (the "Trademarks") and the other Trademark Rights (as defined below), in each case to the extent constituting Collateral.

WHEREAS, the Parties have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated and made a part hereof, for good and adequate consideration, the sufficiency of which is hereby acknowledged, and the respective representations, warranties, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions set forth in this Trademark Assignment, the Transfer Agreement and the Sale Agreement, Secured Party Seller, on behalf of the Lenders, to the extent of its right, title and/or interest as a secured party in the Trademark Rights for the ratable benefit of the Lenders, and solely to the extent that the Trademark Rights constitute Collateral and can be sold, transferred, conveyed or delivered in a private secured party sale pursuant to Section 9-610 et seq. of the Uniform Commercial Code, hereby sells, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, in each case free and clear of all Encumbrances of the Lenders and the Secured Party Seller, on behalf of the Lenders, all of Debtor's right, title and interest in the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or any goodwill associated therewith (collectively, the "Trademark Rights").
2. Recordation. Secured Seller Party hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this Trademark Assignment upon request by Buyer.
3. Terms of the Sale Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to, and is subject to the terms and conditions of, the Sale Agreement. Nothing in this Trademark Assignment is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Secured Party Seller or Buyer under the Sale Agreement. To the extent there is any conflict between this Trademark Assignment and the Sale Agreement, the terms of the Sale Agreement shall govern.

4. Disclaimer. Except for the representations and warranties of Secured Party Seller expressly set forth in the Sale Agreement, the Trademark Rights are being sold, transferred, conveyed and delivered to Buyer on an “as is, where is and with all faults” condition and with no express or implied warranties, representations, statements of conditions of any kind, including warranties of merchantability or fitness for a particular purpose. The Secured Party Seller represents, and Buyer acknowledges, that Secured Party Seller cannot transfer or convey title to, and is not transferring or conveying title to, property that Debtor does not own, that is not Collateral or that cannot be transferred to Buyer in a private secured party sale pursuant to Section 9-610 et seq. of the Uniform Commercial Code.

5. Amendment; Waiver. This Trademark Assignment may not be amended or modified except: (a) by an instrument in writing signed on behalf of all the Parties hereto; or (b) by a waiver in accordance with the terms of Section 6.9 of the Sale Agreement, which are incorporated herein by reference, mutatis mutandis, and the Parties hereto agree to such terms.

6. Binding Agreement. This Trademark Assignment shall be binding upon and be enforceable against Secured Party Seller and its successors and assigns and shall inure to the benefit of and be enforceable by Buyer and its successors and assigns.

7. Counterparts. This Trademark Assignment may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com), and such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart.

8. Governing Law. The terms of Section 6.5 of the Sale Agreement with respect to governing law, jurisdiction, waiver of jury trial, and otherwise, are incorporated herein by reference, mutatis mutandis, and the Parties hereto agree to such terms.

9. Entire Agreement; Construction. This Trademark Assignment (including the schedules and the other documents and instruments referred to herein or therein) constitute the entire agreement between the Secured Party Seller and Buyer and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto or any of them, with respect to the subject matter hereof and thereof, including any transaction between or among the Parties hereto. Buyer, on the one hand, and the Secured Party Seller, on the other hand, participated jointly in the negotiation and drafting of this Trademark Assignment, and, in the event an ambiguity or question of intent or interpretation arises, this Trademark Assignment shall be construed as jointly drafted by Buyer, on the one hand, and the Secured Party Seller, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any provision of this Trademark Assignment. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Trademark Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Buyer and the Secured Party Seller have caused this Trademark Assignment to be executed on their behalf by their duly authorized officers or signatories as of the date first above written.

480 CAPITAL LLC

By: 
Name: Shawn Peed
Title: Authorized Signatory

CAPITALA PRIVATE ADVISORS, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007164 FRAME: 0219

IN WITNESS WHEREOF, Buyer and the Secured Party Seller have caused this Trademark Assignment to be executed on their behalf by their duly authorized officers or signatories as of the date first above written.

480 CAPITAL LLC

By: _____
Name: Shawn Peed
Title: Authorized Signatory

CAPITALA PRIVATE ADVISORS, LLC

By: _____
Name: Joseph B. Alala, III
Title: Chief Executive Officer

Schedule A

U.S. Trademarks

Trademark Applications

| Mark | Appl. No. | Filing Date |
|---------------------|------------------|--------------------|
| CURRENCY and Design | 88230950 | 12/16/2018 |
| Design Only | 88230938 | 12/16/2018 |