

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Currency Capital, LLC		01/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capitala Private Advisors, LLC		
Street Address:	4201 Congress St.		
Internal Address:	Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88230938		
Registration Number:	6269135	CURRENCY	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	2159791191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin; DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G5976-00001		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	04/21/2021		
Total Attachments: 8			
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TRANSFER STATEMENT

This Transfer Statement (this “Statement”) is issued by Capitala Private Advisors, LLC (“Secured Party”) to 480 Capital LLC (“Transferee”) pursuant to Section 9-619(a) of the Uniform Commercial Code in order to enable Transferee to transfer record of the rights of the Debtors (as defined below) in the collateral specified herein pursuant to Section 9-619(b) of the Uniform Commercial Code. Capitalized terms used but not defined herein shall have the meanings provided to such terms in that certain Secured Party Equity and Asset Sale Agreement, dated as of January 15, 2021 (the “Sale Agreement”), between Secured Party and Transferee.

1. Default by CCIH 1, CCIH 3 and Currency Capital. Prior to January 2, 2021, CCIH 1, LLC, a Delaware limited liability company (“CCIH 1”), CCIH 3, LLC, a Delaware limited liability company (“CCIH 3”), and Currency Capital, LLC, a Delaware limited liability company (“Currency Capital” and, together with CCIH 1 and CCIH 3, the “Debtors” and each a “Debtor”) defaulted under the terms of that certain Investment Agreement, dated as of January 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Investment Agreement”), among the Debtors, the other Currency Loan Parties party thereto, the lenders party thereto (the “Lenders”) and Secured Party, as collateral agent for the Lenders. The Debtors’ obligations under the Investment Agreement are secured by, among other things, the assets of the Debtors specified on Exhibit A hereto (the “Collateral”) pursuant to the collateral grant made by the Debtors to the Secured Party under that certain Pledge and Security Agreement, dated as of January 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Secured Party, the Debtors and the other Currency Loan Parties party thereto.

2. Exercise of Remedies by Secured Party. On January 2, 2021, Secured Party notified the Debtors and certain of their affiliates that it would exercise its post-default remedies with respect to the Collateral. On January 15, 2021, Secured Party exercised its post-default remedies with respect to the Collateral.

3. Transfer of Collateral. By reason of the Secured Party’s exercise of its post-default remedies, and pursuant to the Sale Agreement, the Transferee has acquired the rights of the Debtors in the Collateral.

4. Names and Mailing Addresses. Below are the names and mailing addresses of Secured Party, the Debtors and Transferee:

a. Secured Party.

Name: Capitala Private Advisors, LLC
Mailing Address: 4201 Congress St., Suite 360
Charlotte, NC 28209
Attn: Randall Fontes

b. Debtors.

Name: CCIH 1, LLC
Mailing Address: 215 Manhattan Beach Blvd., 2nd Floor
Manhattan Beach, CA 90266
Attn: John Cochran

Name: CCIH 3, LLC
Mailing Address: 215 Manhattan Beach Blvd., 2nd Floor
Manhattan Beach, CA 90266

Attn: John Cochran

Name: Currency Capital, LLC
Mailing Address: 215 Manhattan Beach Blvd., 2nd Floor
Manhattan Beach, CA 90266
Attn: John Cochran

c. Transferee.

Name: 480 Capital LLC
Mailing Address: c/o Sandhills Global, Inc.
120 West Harvest Drive
Lincoln, Nebraska 68521

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Date: January 15, 2021

CAPITALA PRIVATE ADVISORS, LLC
as Secured Party

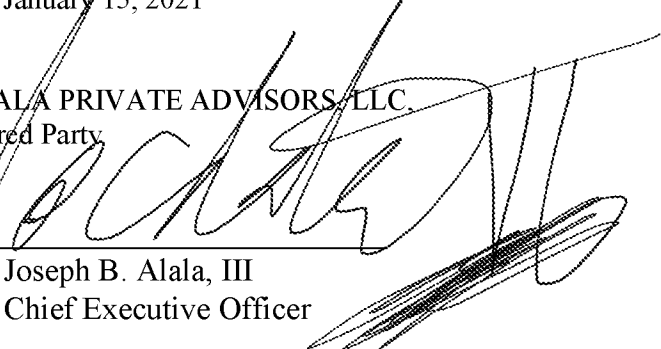
By: 
Name: Joseph B. Alala, III
Title: Chief Executive Officer

EXHIBIT A

Collateral

The “Collateral” consists of the following specified assets of the Debtors:

- 100% of the membership interests of Express Tech-Financing, LLC, a Delaware limited liability company, held by CCIH 1;
- 100% of the membership interests of CurrencyPay, LLC, a Delaware limited liability company, held by CCIH 3; and
- All right, title and interest of Currency Capital in and to the following personal property, but only to the extent such property constitutes “Collateral” under and as defined in the Security Agreement and only to the extent the interest of Currency Capital in such personal property can be transferred to Transferee in a private secured party sale pursuant to Section 9-610 et seq. of the Uniform Commercial Code, but excluding, in all cases, the Excluded Assets (as defined in the Security Agreement):¹
 - all notes and accounts receivable, including all trade accounts receivable and other rights to payment from customers, and the full benefit of all security for such accounts or rights to payment;
 - all rights, including Intellectual Property rights, in and to products sold, leased or licensed (including products hereafter sold, returned or repossessed and all rights of rescission, replevin, reclamation and rights to stoppage in transit);
 - all rights, including Intellectual Property rights, in and to products under research and development prior to the Closing;
 - all rights under the Contracts set forth in Schedule 2.2(d), as such Schedule 2.2(d) may be amended by Buyer in its sole discretion following the Closing in accordance with Section 2.11(a);
 - all equipment, computer hardware, other computer and information technology equipment (including disaster recovery systems, tapes, wireless equipment, passwords, tangible firewall and security infrastructure), telephone systems materials and other related items of tangible personal property, and the full benefit of all express or implied warranties by the manufacturers or sellers or lessors of any item or component part thereof, including the assets set forth on Schedule 2.2(e);
 - all Governmental Authorizations;
 - all Intellectual Property owned, created, acquired, licensed or used by Currency Capital at any time prior to and through the Closing, and all other intangible rights, including all moral rights under applicable Law and goodwill associated with the Business or the Acquired Assets, including the Intellectual Property set forth in

¹ Each of the section and schedule references below refer to the applicable sections and schedules of the Sale Agreement.


Schedule 2.2(g), together with 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 Intellectual Property or any goodwill associated therewith;

- all phone numbers and email addresses or domain names used in connection with the Business;
- all claims, rights, credits, causes of actions, defenses and rights of set-off against third parties relating to or arising from the Business or any of the Acquired Assets or Assumed Liabilities, in each case, whether accruing before or after the Closing, and including all attorney work-product protections, attorney-client privileges and other legal protections and privileges to which Currency Capital may be entitled in connection with or relating to the Business or any of the Acquired Assets or Assumed Liabilities;
- all other or additional privileges, rights and interests associated with the Acquired Assets described in this Section 2.2 of every kind and description and wherever located to the extent that they are used or intended for use in connection with the Business as presently being operated;
- to the extent available and permitted by applicable legal requirements, all Books and Records;
- all rights relating to deposits and prepaid expenses, claims for refunds and rights of offset;
- all goodwill of Currency Capital relating to the Business;
- all Intercompany Receivables, solely to the extent not terminated, settled or extinguished in accordance with Section 2.10; and
- the bank accounts set forth in Schedule 2.2(o).

Schedule 2.2(g)

Intellectual Property

U.S. Trademark Applications

Trademark	Application Number and Application Date	Owner of Record
CURRENCY.	88230950 12/16/18	Currency Capital, LLC
	88230938 12/16/18	Currency Capital, LLC

Registered Domain Names¹

Domain	Registrant Organization
bigtex-finance.com	Currency Capital, LLC
cemcouncil.org	Domains By Proxy, LLC
currencycapital.com	Currency Capital, LLC
currencycareers.com	Currency Capital, LLC
currencyfinancialservices.com	Currency Capital, LLC
currencyfreight.com	Currency Capital, LLC
currencymobile.com	Currency Capital, LLC
currencypay.co	-
currencypay.io	-
currencypay.me	-
currencypay.net	-
currencypaycards.com	-
currencypaygo.com	Currency Capital, LLC
currencypayment.com	Currency Capital, LLC

¹ Note to Draft: Need proof of ownership of all domain names where Registrant Organization is unknown or listed as "Domains by Proxy, LLC".