

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Direct Capital Corporation		02/07/2012	CORPORATION: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LendEdge, LLC		
<b>Street Address:</b>	155 Commerce Way		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	Portsmouth		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3992971	LENEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(603)766-8456		
<b>Phone:</b>	603-373-1947		
<b>Email:</b>	jnadolny@directcapital.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	John R. Nadolny		
<b>Address Line 1:</b>	155 Commerce Way		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Portsmouth, NEW HAMPSHIRE 03870		
<b>NAME OF SUBMITTER:</b>	John R. Nadolny		
<b>Signature:</b>	/John R. Nadolny/		

OP \$40.00 3992971

Date:

02/15/2012

**Total Attachments: 3**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and delivered as of this 7th day of February, 2012, by DIRECT CAPITAL CORPORATION, a New Hampshire corporation ("Assignor"), and LENDEGE, LLC, a New Hampshire limited liability company ("Assignee").

### WITNESSETH:

Assignor has executed and delivered to Assignee that certain Bill of Sale, dated as of near or even date herewith (the "Bill of Sale"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale by Assignor to Assignee of certain assets owned by Assignor and as set forth in the Bill of Sale (the "Assets") and the assignment by Assignor to Assignee of certain assumed rights, duties, obligations and liabilities in connection with the Assets (the "Assumed Liabilities"); and

WHEREAS, in accordance with the sale of the Assets, Assignor and Assignee have agreed to enter into this Agreement, providing for (a) the assignment from Assignor to Assignee of all of Assignor's right, title and interest in, under and to the Assets, and (b) the acceptance by Assignee of such assignment and the assumption by Assignee of all obligations to be performed by Assignor, as applicable, with respect to the Assets.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. In accordance with the sale of the Assets, Assignor hereby sells, assigns, transfers and conveys to Assignee, to the extent that such are legally assignable and any necessary consents to assignment have been obtained, all of Assignor's rights, duties, obligations, title and interest in, under and to the Assets.

2. Acceptance and Assumption. Assignee hereby (a) purchases and accepts the assignment, transfer and conveyance of the Assets, to the extent that such are legally assignable and necessary consents to assignments have been obtained, of Assignor's rights, duties, obligations, title and interest in, under and to the Assets, (b) assumes, undertakes and agrees, subject to valid claims and defenses, to pay, satisfy, perform or discharge in accordance with the terms thereof all obligations and liabilities of any kind arising out of, or required to be performed under, such assigned Assets to the extent they arise out of and relate to the period from and after the date hereof, and (c) assumes, undertakes and agrees to pay, satisfy, perform or discharge in accordance with the terms thereof all of the assumed liabilities and all obligations and liabilities of any kind arising out of Assignee's assumption of the Assets.

3. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable against the parties hereto and their respective

successors and permitted assigns.

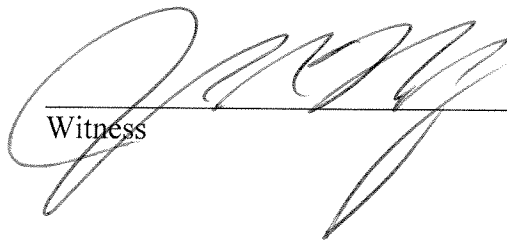
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed, interpreted by, and construed in accordance with, the laws of the State of New Hampshire without regard to its conflicts of law rules or rulings, as applied to contracts made and performed entirely in such state.

6. Headings. 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.

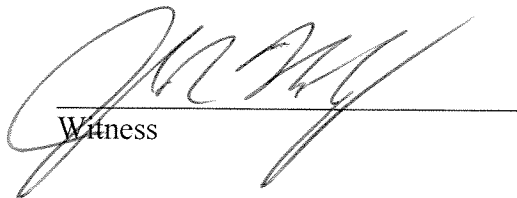
7. Complete Agreement. This Agreement sets forth the entire agreement by and between Assignor and Assignee concerning the subject matter hereof; provided, however, nothing in this Agreement shall alter any liability or obligation of Assignor or Assignee arising under the Bill of Sale.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.


  
\_\_\_\_\_  
Witness

DIRECT CAPITAL CORPORATION  
("Assignor")

By:   
\_\_\_\_\_  
Christopher J. Broom, Chairman

  
\_\_\_\_\_  
Witness

LENDEGE, LLC ("Assignee")

By:   
\_\_\_\_\_  
Stephen C. Lankler, Manager

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that DIRECT CAPITAL CORPORATION, a New Hampshire corporation (hereinafter the "Seller"), in consideration of the sum of Ten Dollars (\$10.00) paid by LENDEGE, LLC, a New Hampshire limited liability company (the "Purchaser") and for other good and valuable consideration, the receipt and adequacy of which is hereby specifically acknowledged, does hereby grant, sell and convey unto the Purchaser, its successors and assigns, free and clear of all liens and encumbrances the following:

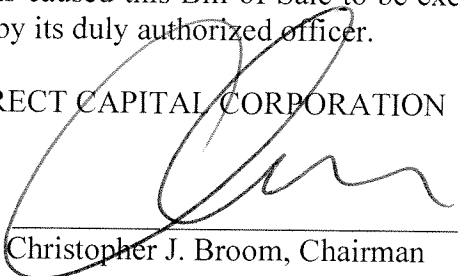
Trademark Reg. No. 3,992,971, Serial No. 85-174922 Registered July 12, 2011 for the name "LendEdge".

The Property is sold and accepted only under the condition that it is AS IS – WHERE IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered on this 7<sup>th</sup> day of February, 2012, by its duly authorized officer.

DIRECT CAPITAL CORPORATION

By:

  
\_\_\_\_\_  
Christopher J. Broom, Chairman

  
\_\_\_\_\_  
Witness