

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financo, Inc.		08/04/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Financo, LLC
Street Address:	600 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2270630	FINANCO, INC.
Registration Number:	3365374	FINANCO

CORRESPONDENCE DATA	
Fax Number:	2158648999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215.864.8207
Email:	bischoff@ballardspahr.com, shorem@ballardspahr.com, phila_tmddocketing@ballardspahr.com
Correspondent Name:	Jamie B. Bischoff
Address Line 1:	Ballard Spahr LLP
Address Line 2:	1735 Market Street, 51st Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00841572
NAME OF SUBMITTER:	Jamie B. Bischoff

CH \$65.00 2270630

Signature:	/Jamie B. Bischoff/
Date:	12/11/2012
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 4, 2012 (the "Effective Date"), is made and entered into between Financo, Inc., a Delaware corporation (the "Contributor") and Financo, LLC a Delaware limited liability company ("Newco") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Contribution Agreement (defined below).

Background

WHEREAS, Contributor and Newco are parties to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Contributor has agreed to contribute substantially all of its assets (except for those assets that are Excluded Assets subject to the liabilities (except for those liabilities that are Excluded Liabilities), to Newco (the "Contribution"); and

WHEREAS, in connection with the Contribution, Contributor and Newco are entering into this Assignment pursuant to which the Contributor will assign to Newco all of its right, title and interest in, to and under the trademarks, service marks and common-law marks and related registrations listed on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

Terms

1. Assignment and Transfer. Contributor hereby assigns, transfers and sets over to Newco, its legal representatives, successors, and assigns, the entire right, title and interest in, to and under the Assigned Trademarks for the United States and for all foreign jurisdictions, including all goodwill symbolized thereby, and the right to the registrations of all the Assigned Trademarks not already registered in the United States, and the right to apply for registrations thereof in all foreign jurisdictions in the world, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Due Authorization. The Contributor authorizes and requests the Commissioner for Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Newco as owner of each of the Assigned Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Newco, its successors, assigns or other legal representatives.

3. Further Assurances. The Contributor shall provide Newco, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), at Newco's request and expense: (1) in the preparation and prosecution of any applications covering the trademarks rights assigned herein; (2) in the prosecution or defense of any reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Newco may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any dispute relating hereto shall be heard in the state or federal courts of the county and state of New York, and in connection therewith the parties agree to jurisdiction and venue therein. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5. Conflict with Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Contribution Agreement or the survival thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which shall constitute one and the same agreement. Facsimile signatures (including those in PDF format) shall be treated as if they were originals.

7. Assignability. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and any such permitted assignment shall be subject to all obligations and liabilities of the assigning party. Notwithstanding the foregoing, this Assignment shall not be assignable by any party without the written consent of the other parties and any such purported assignment by any party without such consent shall be void, except that Newco may assign its rights hereunder for collateral security purposes, or to any of its Affiliates which assumes its obligations hereunder, or to a successor to all or substantially all of the Business or Newco's assets (regardless of whether directly or indirectly).

8. Third Party Rights. Notwithstanding any other provision of this Assignment, this Assignment shall not create benefits on behalf of any Person (including any broker or finder), except for the parties themselves and this Assignment shall be effective only as between the parties hereto, their successors and permitted assigns; provided, however, that existing and future Members of Newco are intended third party beneficiaries of hereof.

9. Descriptive Headings; Interpretation. The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment. Whenever required by the context, any pronoun used in this Assignment shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Unless the context of this Assignment clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" or "without limitation" and (c) references "hereunder," "herein" or "hereby" relate to this Assignment.

10. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

IN WITNESS WHEREOF, the Parties have executed and delivered this TRADEMARK ASSIGNMENT as of the date first written above.

CONTRIBUTOR

FINANCO, INC.

By: 

Gilbert W. Harrison
Chairman

NEWCO

FINANCO, LLC

By: 

Scott Abrams
Chief Financial Officer

TRADEMARK

REEL: 004917 FRAME: 0030

ACKNOWLEDGEMENT OF FINANCO, INC.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

LISA VEGA
Notary Public, State of New York
No. 01VE8228162
Qualified in New York County
Commission Expires September 13, 2014

On August 4, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert W. Harrison, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

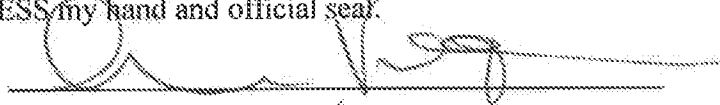


A handwritten signature in cursive script, appearing to read "Lisa Vega", is written over a horizontal line. The signature is dark and somewhat stylized.

Exhibit A

Trademark Applications and Registrations

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Registrant	Status
U.S.	FINANCO	3,365,374 (77/171150)	January 8, 2008 (May 7, 2007)	Financo, Inc.	ACTIVE
U.S.	FINANCO, INC.	2,270,630 (75/497005)	August 17, 1999 (June 3, 1998)	Financo, Inc.	ACTIVE
United Kingdom	Financo (Stylized)  	2301384 (2301384)	October 25, 2002 (May 24, 2002)	Financo, Inc.	ACTIVE
European Union (Community Trademark)	FINANCO, INC.	005881958 (005881958)	April 10, 2008 (May 8, 2007)	Financo, Inc.	ACTIVE