

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
Cohen Financial, L.P.		12/31/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Cohen Financial Services (DE), LLC		
Street Address:	8330 Boone Boulevard		
Internal Address:	Suite 800		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2538868	COHEN FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215.981.4252		
Email:	mconnells@pepperlaw.com, jensenc@pepperlaw.com		
Correspondent Name:	Sean P. McConnell c/o Pepper Hamilton LL		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Sean P. McConnell		
Signature:	/spm/		

OP \$40.00 2538868

Date:

01/31/2014

Total Attachments: 6

source=Pillar Assignment#page1.tif

source=Pillar Assignment#page2.tif

source=Pillar Assignment#page3.tif

source=Pillar Assignment#page4.tif

source=Pillar Assignment#page5.tif

source=Pillar Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*IP Assignment*"), dated December 31, 2013, is entered into by and between Cohen Financial, L.P., a Delaware limited partnership ("*Cohen*"), CFC Transactions LLC, an Illinois limited liability company ("*CFC*" and together with Cohen, each an "*Assignor*" and collectively the "*Assignors*") and Cohen Financial Services (DE), LLC, a Delaware limited liability company ("*Assignee*").

BACKGROUND

Pursuant to that certain Asset Contribution Agreement dated as of November 22, 2013, by and among Pillar Financial, LLC, a Delaware limited liability company, Assignee, and Assignors (the "*Contribution Agreement*"), each Assignor has agreed to contribute, convey, transfer, irrevocably assign and deliver to Assignee its entire right, title and interest in and to all of the Intellectual Property owned by such Assignor, as well as the Intellectual Property rights licensed by such Assignor, including the Intellectual Property set forth on Schedule 1 attached hereto (collectively, the "*Contributed Intellectual Property*").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

1. Each Assignor hereby contributes, conveys, transfers, irrevocably assigns and delivers to Assignee, free and clear of any and all Encumbrances, all right, title and interest in and to the Copyrights included in the Acquired Intellectual Property, and further including any and all (i) renewal rights in respect of such Copyrights, (ii) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in such Assignee's sole name.

TRADEMARKS

2. Each Assignor hereby contributes, conveys, transfers, irrevocably assigns and delivers to Assignee, free and clear of any and all Encumbrances, all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property together with the Goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks throughout the world, and (iii) rights to sue and recover

any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in such Assignee's sole name.

PATENTS

3. Each Assignor hereby contributes, conveys, transfers, irrevocably assigns and delivers to Assignee, free and clear of any and all Encumbrances, all right, title and interest in and to the Patents included in the Acquired Intellectual Property, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in such Assignee's sole name.

TRADE SECRETS

4. Each Assignor hereby contributes, conveys, transfers, irrevocably assigns and delivers to Assignee, free and clear of any and all Encumbrances, all right, title and interest in and to the trade secrets of Assignor, including any and all (i) rights to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in such Assignee's sole name.

FURTHER UNDERTAKINGS

5. Each Assignor shall cooperate with Assignee in any action Assignee requests that such Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or such Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

GENERAL

6. Entire Agreement. This IP Assignment, the Contribution Agreement and the Transaction Documents contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Contribution Agreement or constitute a waiver or release by Assignor or Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Contribution Agreement, including the representations and warranties and other provisions contained therein.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

11. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

12. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Contribution Agreement and the rules of construction set forth in Section 12.1 of the Contribution Agreement shall apply to this Agreement.

13. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

(remainder of this page intentionally left blank; signature page to follow)

IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNORS:

COHEN FINANCIAL, L.P.

By: MREM Cohen GP, LLC,
Its General Partner

By: 

Name: *Ryan Anderson*

Title:

CFC Transactions, LLC

By: 

Name:

Title:

ASSIGNEE:

Cohen Financial Services (DE), LLC

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNORS:

COHEN FINANCIAL, L.P.

By: MREM Cohen GP, LLC,
Its General Partner

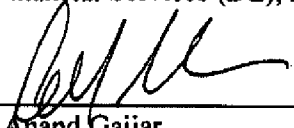
By: _____
Name:
Title:

CFC Transactions, LLC

By: _____
Name:
Title:

ASSIGNEE:

Cohen Financial Services (DE), LLC

By: 
Name: Anand Gajjar
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Copyrights

None.

Trademarks

Cohen Financial trademark through 2/19/2022
Registration number 2538868

Patents

None.