

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		04/22/2014	UNINC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	TCFI IG LLC		
Street Address:	200 Crescent Court, Suite 1040		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4170786	ISR GROUP	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146515248		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	David A. Bell		
Address Line 1:	2323 Victory Ave., Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	0050665.00010		
NAME OF SUBMITTER:	David A. Bell		
SIGNATURE:	/David A. Bell/		
DATE SIGNED:	04/28/2014		
Total Attachments: 6			
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OP \$40.00 4170786

TRADEMARK

General Assignment



THIS GENERAL ASSIGNMENT (this "Assignment") is made as of April 22, 2014, by PNC BANK, NATIONAL ASSOCIATION ("Assignor"), to TCFI IG LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Loan Sale Agreement of even date herewith (the "Loan Sale Agreement"). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Loan Sale Agreement.

B. Pursuant the Loan Sale Agreement, Assignor agreed to sell to Assignee the Loan and the Loan Documents listed on Schedule 1 attached to the Loan Sale Agreement.

C. This Assignment is being delivered by Assignor to Assignee in accordance with and subject to the terms of the Loan Sale Agreement to effect the assignment contemplated thereby.

ASSIGNMENT

NOW, THEREFORE, in consideration of the receipt by Assignor of the payment of the Purchase Price, as provided in the Loan Sale Agreement, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor, together with the benefit of all liens and security interests and all payment and performance obligations of Assignor, in and to the Loans and the Loan Documents set forth on Schedule 1 attached hereto; provided, however, that with respect to (a) the Deposit Account Control Agreement (Springing Agreement), dated March 28, 2012, by and among ISR Group, Incorporated and the Seller, and (b) the Deposit Account Control Agreement (Springing Agreement), dated March 28, 2012, by and among ISR Group Holdings, Inc. and the Seller (collectively, the "DACA"), Assignor hereby assigns only its right, title and interest as the "Secured Party" under and as defined in each DACA; Seller retains all of Seller's right, title and interest under each DACA as the "Bank" solely as the depository bank with respect to the "Accounts" as defined and described in each DACA.

Subject to the terms of the Loan Sale Agreement, Assignee hereby assumes any and all of Assignor's obligations and liabilities under or with respect to the Loan and the Loan Documents including, without limitation, (a) any obligation now existing or hereafter arising to make advances under the Loan, and (b) any and all of Assignor's other performance obligations now existing or hereafter arising under the Loan Documents.

Except as expressly set forth in Section 6 of the Loan Sale Agreement, neither Assignor nor any of its officers, directors, employees or agents makes any representations or warranties to Assignee or any of its officers, directors, managers, employees or agents, express or implied, in connection with the sale of the Loan and the Loan Documents, this Assignment, or the transactions described in this Assignment or with respect to any Obligor including, without limitation, those regarding, concerning or pertaining to: (i) the validity or enforceability of the Loan Documents; (ii) the collectability of the Loan; (iii) the financial condition of any Obligor; (iv) the existence or nature of any collateral securing the Loan; (v) the existence, validity, perfection or priority of any lien or security interest securing the Loan, whether created (or intended to be created) by the Loan Documents or otherwise; (vi) the marketability, value, or status of title, ownership or possession of any collateral securing the Loan; (vii) the environmental condition of any collateral securing the Loan; (viii) compliance with any applicable rule, law or regulation of any governmental authority pertaining to any Obligor, the Loan, the Loan Documents, or any collateral

securing the Loan including, without limitation, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., the Real Estate Settlement and Procedures Act, 12 U.S.C. § 2601 et seq., the Fair Housing Act, 42 U.S.C. § 3601 et seq., the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Gramm-Leach-Bliley Act, Pub.L. 106-102, 113 stat. 1338, enacted November 12, 1999, and/or Regulations AA, B and/or Z of the Board of Governors of the Federal Reserve System, (ix) the existence or basis for any claim, counterclaim, defense, or offset relating to the Loan or the Loan Documents; (x) the future performance of any Obligor; or (xi) any facts or matters relating or pertaining to any of the foregoing. WITHOUT LIMITING THE FOREGOING, THIS ASSIGNMENT AND THE ASSIGNMENT, SALE AND TRANSFER OF THE LOAN AND THE LOAN DOCUMENTS TO ASSIGNEE ARE MADE WITHOUT RECOURSE OF ANY KIND TO ASSIGNOR, AND ARE MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER BY ASSIGNOR, OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6 OF THE LOAN SALE AGREEMENT.

Assignor restates each of the representations and warranties of Assignor under the Loan Sale Agreement as if fully set forth herein, and hereby represents and warrants to Assignee that each of the representations and warranties of Assignor set forth in the Loan Sale Agreement are true and correct.

Assignee restates each of the representations, warranties and acknowledgments of Assignee under the Loan Sale Agreement as if fully set forth herein, and hereby represents and warrants to Assignor that each of the representations and warranties of Assignee set forth in the Loan Sale Agreement are true and correct.

Assignor hereby authorizes Assignee to file (on behalf of Assignor) one or more financing statement amendments pursuant to the applicable Uniform Commercial Code reflecting the assignment of all financing statements included among the Loan Documents from Assignor to Assignee.

Nothing in this Assignment shall be construed to be a modification of or limitation on any provision of the Loan Sale Agreement, including the representations, warranties and covenants set forth therein.

This Assignment is being delivered pursuant and subject to all of the terms and conditions of the Loan Sale Agreement. To the extent that there is any conflict between the terms of this Assignment and the terms of the Loan Sale Agreement, the terms of the Loan Sale Agreement shall prevail.

This Assignment has been negotiated in and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles thereof relating to conflict of laws.

ASSIGNOR AND ASSIGNEE, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ASSIGNMENT, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS ASSIGNMENT IS INVOLVED IN ANY WAY, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO REPRESENTS AND WARRANTS THAT THIS WAIVER OF THE RIGHT TO A JURY TRIAL HAS BEEN MADE AFTER CONSULTATION WITH LEGAL COUNSEL.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this General Assignment to be executed as a document under seal of the date and year first written above.

WITNESS / ATTEST:

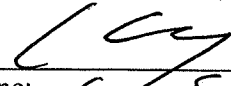
TCFI IG LLC

By: Trive Capital Fund I GP LLC, its manager

Print Name:

Title:

(Include title only if an officer of entity signing to the right)

By:  _____ (SEAL)

Print Name: Conan Scary

Title: Managing Partner

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)

Anne C. Romano

Managing Director, Vice President – Structured
Products Group

TRADEMARK

REEL: 005269 FRAME: 0598

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this General Assignment to be executed as a document under seal of the date and year first written above.

WITNESS / ATTEST:

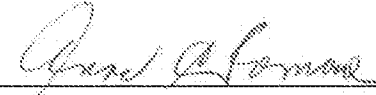
TCFI IG LLC

By: Trive Capital Fund I GP LLC, its manager

Print Name: _____
Title: _____
(Include title only if an officer of entity signing to the right)

By: _____ (SEAL)
Print Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION

By:  _____ (SEAL)
Anne C. Romano
Managing Director, Vice President -- Structured
Products Group

SCHEDULE 1

LOAN AND LOAN DOCUMENTS

Loan Agreement dated as of March 28, 2012, between ISR Group, Incorporated ("**Group**") and ISR Group Holdings, Inc. ("**Holdings**"; Group and Holdings being collectively referred to as "**Borrowers**") and PNC Bank, National Association ("**Bank**").

Term Note (LIBOR SWAP TRANSACTION) in the original principal amount of \$22,500,000 dated March 28, 2012, by Borrowers payable to the order of Bank.

Amended and Restated Term Note (LIBOR Swap Transaction) in the original principal amount of \$22,500,000 dated as of March 28, 2012, by Borrowers payable to the order of Bank.

Security Agreement dated as of March 28, 2012, made by Borrowers in favor of Bank, with Rider to Security Agreement -- Trademarks dated as of March 28, 2012, between Borrowers and Bank.

UCC-1 Financing Statements naming Group as Debtor and Bank as Secured Party and filed with the Tennessee Secretary of State on March 29, 2012, as filing number 212-014312.

UCC-1 Financing Statements naming Holdings as Debtor and Bank as Secured Party and filed with the Delaware Department of State on March 28, 2012, as filing number 20121190018.

United States Patent and Trademark Office Notice of Recordation of Assignment Document dated April 20, 2012, #900219338, referencing Group and Holdings as assignors and the Bank as assignee.

Pledge Agreement dated as of March 28, 2012, made by Holdings, as Pledgor in favor of Bank.

Stock or Bond Power executed in blank by Holdings.

Irrevocable Stock Power relating to 1,000 shares of common stock of Group, represented by Certificate No. 46, executed in blank by Holdings.

Stock Certificate #0000046, representing 1,000 shares of common stock in Group, dated March, 2011.

Deed of Trust, Security Agreement and Financing Statement dated as of March 28, 2012, by Group, as Grantor, to N. Courtney Hollins, Trustee for the benefit of Bank, recorded in Record Book 553, Pages 637-664 on March 28, 2012, in the Register's Office of Hardin County, Tennessee.

Deposit Account Control Agreement dated March 28, 2012 by and among Central Bank, Group and Bank.

Deposit Account Control Agreement (Springing Agreement) dated March 28, 2012 by and between Group and Bank.

Deposit Account Control Agreement (Springing Agreement) dated March 28, 2012 by and between

Holdings and Bank.

Environmental Indemnity Agreement dated as of March 28, 2012 by Borrowers in favor of Bank.

Loan Policy of Title Insurance in the amount of \$11,000,000 issued by First American Title Insurance Company dated March 28, 2012 (Policy Number: 5011300-0478407e).

Pledge Agreement (Bank Deposits) dated as of March 28, 2012, made by Borrowers in favor of Bank.

ISDA Master Swap Agreement dated March 28, 2012, by and among Borrowers and Bank, and Schedule to ISDA Master Swap Agreement dated March 28, 2012, by and among Borrowers and Bank.

Amended and Restated Confirmation dated August 31, 2012, by and among Borrowers and Bank.

Assignment of Life Insurance Policy as Collateral, Policy #211246989 on the life of Alfred E. Lumpkin, recorded at the offices of MetLife on May 10, 2012.