

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Membership Interest Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guaranty Bank		10/26/2012	U.S. Federal Savings Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shelter Mortgage Acquisition Corp.		
Street Address:	191 N. Wacker Drive, Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3179836	SHELTER MORTGAGE	
Registration Number:	1903010	SHELTER MORTGAGE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	sdelsman@gklaw.com		
Correspondent Name:	Shane Delsman; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	011676-0001		
NAME OF SUBMITTER:	Shane Delsman		
SIGNATURE:	/Shane Delsman/		
DATE SIGNED:	08/28/2014		
Total Attachments: 8			
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and between

GUARANTY BANK,

and

SHELTER MORTGAGE ACQUISITION CORP.

Dated October 26, 2012

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement, dated as of October 26, 2012, is entered into by and between Guaranty Bank, a federally-chartered savings bank ("*Seller*") and Shelter Mortgage Acquisition Corp., a Delaware corporation ("*Buyer*"). Seller and Buyer are sometimes referred to herein together as the "*Parties*," and each as a "*Party*."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

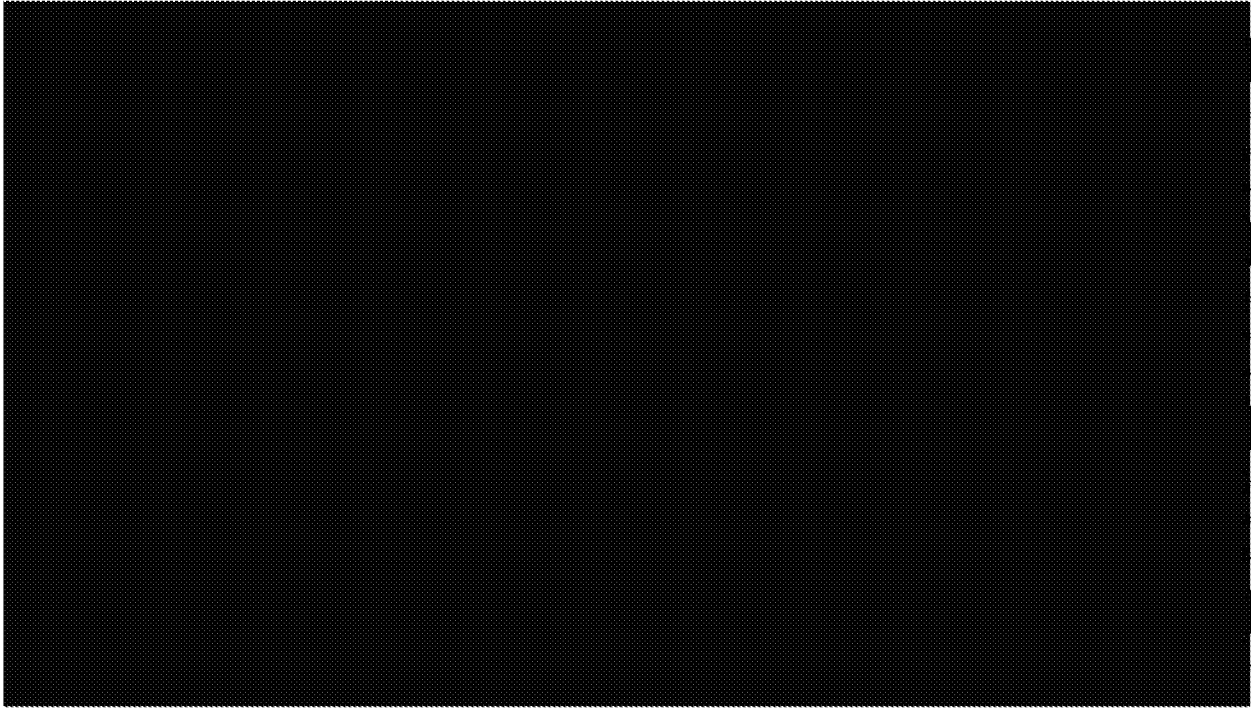
[REDACTED]

[REDACTED]

[REDACTED]

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, the Parties agree as follows:



**ARTICLE 2
REORGANIZATION; PURCHASE AND SALE OF MEMBERSHIP INTERESTS**

Section 2.1 Reorganization. Prior to the Closing, Seller shall cause the transactions described in Exhibit K to be consummated pursuant to the plan identified in Exhibit K (the "*Reorganization*"), which plan shall be documented pursuant to such agreements as Buyer and Seller may approve (each acting in good faith), it being acknowledged that pursuant to the Reorganization.

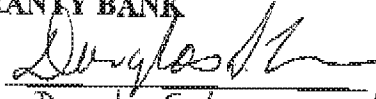
(a) Seller shall contribute, transfer and assign to the Company, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest in and to all assets of Seller listed on Section 2.1(a)-A of the Disclosure Schedule as the same shall exist at the Effective Time (the "Contributed Assets"), but excluding in all events the assets listed on Section 2.1(a)-B of the Disclosure Schedule (the "*Excluded Assets*") and assets of Seller that are not necessary for the ordinary course operation of the Business; and



IN WITNESS WHEREOF, the Parties have caused this Membership Interest Purchase Agreement to be entered into as of the date first above written.

GUARANTY BANK

By:



Name:

Douglas S. Levy

Title:

President

**SHELTER MORTGAGE ACQUISITION
CORP.**

By: 
Name: Daniel G. Helle
Title: Vice President

Section 2.1(a)-A
Contributed Assets



(b) Except as set forth on Section 2.1(a)-B(k) of this Disclosure Schedule, all leasehold improvements and all machinery, equipment (including all office equipment), fixtures, trade fixtures, computers and related software, furniture, office supplies, production supplies and other supplies, spare parts, other miscellaneous supplies and other tangible property of any kind located in the premises subject to the Headquarters Lease, any Company Lease and any Branch Office Lease or other space leased, owned or occupied by the Seller (to the extent related to the Business¹) or any Company Entity or in any warehouse or other storage facility where any of the Seller's (to the extent related to the Business) or Company Entity's properties and assets may be located;

(c) all Prepaid Amounts to be included in Adjusted Cash on Hand;

(d) all Actions, remedies, claims, refunds, credits, causes of action, choices in action, rights of recovery and rights of set-off of any kind of any Company Entity or Seller (to the extent related to the Business);

(e) the right to receive and retain mail and other communications of any Company Entity or Seller (to the extent related to the Business);

(f) the right to bill and receive payment for services performed by any Company Entity or Seller (to the extent related to the Business) but unbilled or unpaid as of the Closing;

(g) all accounts receivable, notes receivable and other receivables arising from the Business;

(h) all Joint Venture Agreements to which any Company Entity or Seller (to the extent related to the Business) is a party, as set forth on Section 7.15(a) of this Disclosure Schedule;

(i) Operating Agreement of GMS;

(j) Operating Agreement of Ruhl;

(k) all Marketing Services Agreements to which any Company Entity or Seller is a party and, in the case of the latter, to the extent related to the Business, including those listed at Section 7.15(a);

¹ The phrase "to the extent related to the Business" means to the extent related to the Business and if necessary for, useful to or used in the ordinary course operations of the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(v) all Company Intellectual Property and Company Registered Intellectual Property;

[REDACTED]

[REDACTED]

[REDACTED]

Section 7.18(a)
Company Registered Intellectual Property

See also Software and Technology Agreements in Section 7.15(a) Material Contracts.

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration #/Date</u>	<u>Status</u>
Shelter Mortgage	Guaranty Bank, FSB	USPTO	3179836/ 12/05/2006	Live: Section 8 Affidavit to be filed before 12/5/2012
Shelter Mortgage Corporation	Guaranty Bank, SS	USPTO	1903010/ 07/04/1995	Live: 1 st Renewal filed 09/03/2005

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration #/Date</u>	<u>Status</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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