

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solebury Capital Group LLC		09/17/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Solebury Capital LLC		
Street Address:	400 S. River Road		
City:	New Hope		
State/Country:	PENNSYLVANIA		
Postal Code:	18938		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4555189	SOLEBURY CAPITAL	
Registration Number:	3328161	SOLEBURY CAPITAL	
Registration Number:	4555192	SOLEBURY CAPITAL GROUP	
Registration Number:	3328160	SOLEBURY CAPITAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman c/o Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086420.00006		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	09/26/2014		
Total Attachments: 3			
source=Solebury Capital-Trademark Assignment#page1.tif			

CH \$115.00 4555189

source=Solebury Capital-Trademark Assignment#page2.tif

source=Solebury Capital-Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of September 17, 2014 (the “Effective Date”), by and between Solebury Capital Group LLC, a Pennsylvania Limited Liability Company located and doing business at 400 S. River Road, New Hope, Pennsylvania, 18938 (“Assignor”) and Solebury Capital LLC, a Pennsylvania Limited Liability Company located and doing business at 400 S. River Road, New Hope, Pennsylvania, 18938 (“Assignee”).

A. Assignor is the owner of the trademarks and trademark registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to obtain, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the “Marks”), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any present or future infringement or other violation of the Marks on or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee’s own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

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

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, and execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. For the avoidance of doubt, nothing contained herein shall be deemed to supersede any of the covenants, agreements, representations or warranties of Assignee or Assignor contained in the Purchase Agreement, dated as of August 26, 2014, by and among PNC Bank, N.A., Solebury Capital Group LLC and the other signatories thereto, or to otherwise alter, amend, supersede or add to the terms of the P&A Agreement. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Pennsylvania, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

Solebury Capital Group LLC

Solebury Capital LLC

By: Alan Sheriff
Name: Alan Sheriff
Title: CO-CEO
Date: 9/17/14

By: [Signature]
Name: E.R. HATFIELD
Title: CO-CEO
Date: 9-17-14

State of Pennsylvania :
County of Bucks :

Personally appeared before me the above-named Alan Sheriff and Edward Hatfield to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Solebury Capital Group LLC in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

David S. Couture
Notary Public

My commission to expire on Jan 28, 2018

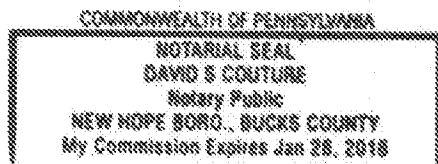


EXHIBIT A
MARKS

Country	Mark	Filing Date	Registration No.	Registration Date
United States (Principal Register)	SOLEBURY CAPITAL	October 15, 2013	4,555,189	June 24, 2014
United States (Supplemental Register)	SOLEBURY CAPITAL	August 8, 2006	3,328,161	October 30, 2007
United States (Principal Register)	SOLEBURY CAPITAL GROUP	October 15, 2013	4,555,192	June 24, 2014
United States (Supplemental Register)	SOLEBURY CAPITAL GROUP	August 8, 2006	3,328,160	October 30, 2007