

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Pawn, Inc.		07/08/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Capital Pawn Holdings, LLC		
Street Address:	84 Villa Rd.		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2994202	CAPITAL PAWN	
CORRESPONDENCE DATA			
Fax Number:	2392613773		
<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:	239-262-8502		
Email:	ip@lilplaw.com		
Correspondent Name:	Erica L. Loeffler		
Address Line 1:	963 Trail Terrace Dr.		
Address Line 4:	Naples, FLORIDA 34103		
ATTORNEY DOCKET NUMBER:	13-8495		
NAME OF SUBMITTER:	Erica L. Loeffler		
SIGNATURE:	/Erica L. Loeffler/		
DATE SIGNED:	01/09/2015		
Total Attachments: 1			
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OP \$40.00 2994202

TRADEMARK DEED OF ASSIGNMENT

THIS ASSIGNMENT is made the ^{8th} 7th day of July, 2014, between Capital Pawn, Inc., a Florida Corporation having an address of 4148 Corporate Square, Suite A, Naples, Florida 34104 ("Assignor") and Capital Pawn Holdings, LLC, a Limited Liability Company having an address of 84 Villa Road, Greenville, South Carolina 29615 ("Assignee") (collectively the "Parties").

WHEREAS, the Assignor has adopted and used in the United States the trademarks listed in Schedule A hereto (the "Trademarks") and represents and warrants itself to be the owner of any application(s), registration(s) and common law rights thereof of the Trademarks, which have not been previously assigned or licensed by Assignor; and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and the goodwill associated therewith,

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, all rights, title, and interests in and to the Trademarks, domestic and foreign, and any application(s) and registration(s) thereof together with the goodwill symbolized by the Trademarks and with the right to recover for damages and profits and all other remedies, including for past infringements thereof. Further, 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 Trademarks, 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. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Trademarks, testify in any legal proceeding relating to the Trademarks, and execute any additional assignment or other documents reasonably requested by Assignee (including documents related to application(s), registration(s), and opposition proceeding(s) of the Trademarks), 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 Trademarks shall be borne solely by Assignee, its successors and assigns.

SCHEDULE A

<u>Trademark</u>	<u>Appln/Reg No.</u>
"Capital Pawn"	
"Capital Pawn" plus design mark	2,994,202

Assignor

[Signature]
By: Thomas E Samis

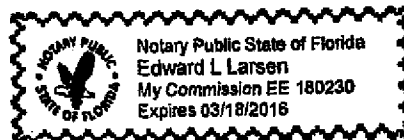
Subscribed and Sworn before me this 8th day of July, 2014.

[Signature]

Notary Public for Florida
My Commission Expires: _____

Date: July 8, 2014

Personally known to Notary.



TRADEMARK