

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIFTH STREET FINANCE CORP.		08/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOBA CAPITAL FUND II, LLC		
<b>Street Address:</b>	33 NEW MONTGOMERY		
<b>Internal Address:</b>	SUITE 1500		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3908992	QUORUMLABS	
<b>Registration Number:</b>	3998895	QUORUMLABS	
<b>Registration Number:</b>	4983358	ONQ	
<b>Registration Number:</b>	3383129	QUORUM	
<b>Registration Number:</b>	4556499	QUORUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4088524475		
<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>			
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@vlplawgroup.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz		
<b>Address Line 1:</b>	VLP Law Group LLP		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		
<b>SIGNATURE:</b>	/dsb1068/		
<b>DATE SIGNED:</b>	09/01/2016		

OP \$140.00 3908992

**Total Attachments: 5**

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**ASSIGNMENT OF  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Assignment") is dated as of August 29, 2016, and is entered into by and between FIFTH STREET FINANCE CORP., a Delaware corporation ("Assignor"), and TOBA CAPITAL FUND II, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Loan and Security Agreement dated July 8, 2015 ("Loan and Security Agreement"), by and among Assignor, the lenders party thereto, and Quorumlabs, Inc., a Delaware corporation ("Company"), the Company granted to the Secured Parties (as defined in the Trademark Collateral Assignment) a security interest in certain of the Company's personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement), all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement).

WHEREAS, in connection with the entering into of the Loan and Security Agreement, and supplemental thereto, the Company and Assignor, as Agent for certain lenders party to the Loan and Security Agreement, entered into that certain Trademark Collateral Assignment and Security Agreement dated July 8, 2015 ("Trademark Collateral Assignment"), pursuant to which the Company granted and collaterally assigned to the Secured Parties (as defined therein) a continuing security interest in all of the Trademark Collateral (as defined therein). Initially capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Trademark Collateral Assignment.

WHEREAS, Assignor recorded the Trademark Collateral Assignment with the United States Patent and Trademark Office, which Trademark Collateral Assignment was recorded on July 15, 2015, Reel/Frame 5577/0562.

WHEREAS, pursuant to that certain Assignment and Assumption Agreement of even date herewith ("Assignment and Assumption Agreement") by and among Assignor, certain other assignors party thereto, and Assignee, Assignor and certain other assignors party thereto have assigned, or concurrently herewith will assign, all of their rights and obligations under the Loan and Security Agreement, the other Loan Documents, and any other documents or instruments delivered pursuant thereto, to Assignee.

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as herein provided, all of Assignor's right, title and interest in and to the Trademark Collateral Assignment.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor in and to the Trademark Collateral Assignment.

2. Assignee hereby affirmatively and unconditionally assumes all of the obligations of Assignor under the Trademark Collateral Assignment arising from and after the date hereof.
3. Except as otherwise set forth in the Assignment and Assumption Agreement, this Assignment is made without representation or warranty.
4. This Assignment is supplemental to the Assignment and Assumption Agreement and is being executed and delivered by the Assignor for the purpose of recording the assignment of the Trademark Collateral Assignment with the United States Patent and Trademark Office, and Assignor authorizes Assignee to record, or direct its agents to record, the same.
5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.
6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**ASSIGNOR:**

**FIFTH STREET FINANCE CORP.,**  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: Ivelin M. Dimitrov  
Ivelin M. Dimitrov, Chief Investment Officer

**ASSIGNEE:**

**TOBA CAPITAL FUND II, LLC,**  
a Delaware limited liability company

By: Toba Capital Fund II Series of Toba Capital LLC,  
a Delaware limited liability company,  
its Managing Member

By: Toba Capital Management, LLC,  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Vincent C. Smith  
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**ASSIGNOR:**

**FIFTH STREET FINANCE CORP.,**  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: \_\_\_\_\_  
Ivelin M. Dimitrov, Chief Investment Officer

**ASSIGNEE:**

**TOBA CAPITAL FUND II, LLC,**  
a Delaware limited liability company

By: Toba Capital Fund II Series of Toba Capital LLC,  
a Delaware limited liability company,  
its Managing Member

By: Toba Capital Management, LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Vincent C. Smith  
Title: Managing Member