

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBF Management 2010, LLC		07/02/2012	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Lighter Capital, Inc.		
Street Address:	1501 Fourth Ave, Suite 1180		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4092426	REVENUELOAN	
Registration Number:	4141573	LIGHTER CAPTIAL	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	R0667.20000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	02/28/2017		
Total Attachments: 14			
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LIGHTER CAPITAL RESTRUCTURING AGREEMENT

This AGREEMENT (this "*Agreement*") is made this 2nd day of July, 2012 (the "*Effective Date*"), by and among Lighter Capital, Inc., a Delaware corporation ("*Lighter Capital*"), Revenue Loan, LLC, a Delaware limited liability company and Revenue Loan B, LLC, a Delaware limited liability company (collectively "*Revenue Loan*"), RBF Management 2010, LLC, a Washington limited liability company and current managing member of Revenue Loan ("*RBF*"), Andy Sack, controlling member and manager of RBF ("*Sack*"), Voyager Capital Fund III, L.P., a Delaware limited partnership and its affiliated co investment fund, Voyager Capital Founders Fund III, L.P. (collectively, "*Voyager*"), Echelon Partners LP, a Washington limited partnership ("*Echelon*"), Founders Co-Op ("*Founders Co-Op*"), those additional investors listed on Schedule 1 hereto (collectively with Voyager, Echelon and Founders Co-Op, the "*Class A Members*") and such other individuals previously or currently affiliated with RBF and listed on Schedule 2 attached hereto (the "*Employee Participants*"). Capitalized terms used in this Agreement have the meanings provided to them in that certain Third Amended and Restated Limited Liability Company Agreement of Revenue Loan, LLC dated on or about the Effective Date (as amended, the "*LLC Agreement*").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

[REDACTED]

[REDACTED]

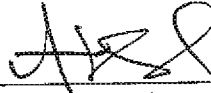
3. Contribution of Cash and Other Property by Revenue Loan to Lighter Capital. On the Effective Date, Revenue Loan hereby contributes to Lighter Capital (a) [REDACTED] (b) all market data, systems, programs, contact information and other intangible property relating to the operation of Revenue Loan (the "*Intellectual Property*"); (c) the exclusive right to use the names Revenue Loan and Lighter Capital on a global and royalty-free basis; and (d) such other assets of Revenue Loan that relate to the finance business and operations of Lighter Capital other than the Existing Portfolio Investments and the remaining retained cash balance of Revenue Loan after taking into account clause (a) above. RBF, Sack and the Employee Participants, in consideration for the rights to receive the LC Common Shares in Lighter Capital pursuant to clause 4(a) below, hereby transfer, assign or otherwise convey rights to any such Intellectual Property, name rights or other assets to Lighter Capital. [REDACTED]

[REDACTED] Such contribution shall be made pursuant to that certain Contribution and Subscription Agreement in the form of Exhibit A attached hereto.

[REDACTED]

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

LIGHTER CAPITAL, INC.:



By: Andy Sack
Its: Executive Chairman

REVENUE LOAN, LLC

By: Lighter Capital, Inc.
Its: Managing Member

By: Erik Benson
Its: President

REVENUE LOAN B, LLC

By: Lighter Capital, Inc.
Its: Managing Member

By: Erik Benson
Its: President

ECHELON PARTNERS, L.P.

By:
Its: General Partner

By: _____
Its: _____

[Signature Page to the Lighter Capital Restructuring Agreement]

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

LIGHTER CAPITAL, INC.:

By: Andy Sack
Its: Executive Chairman

REVENUE LOAN, LLC

By: Lighter Capital, Inc.
Its: Managing Member



By: Erik Benson
Its: President

REVENUE LOAN B, LLC

By: Lighter Capital, Inc.
Its: Managing Member



By: Erik Benson
Its: President

ECHELON PARTNERS, L.P.

By:
Its: General Partner

By: _____
Its: _____

[Signature Page to the Lighter Capital Restructuring Agreement]

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LIGHTER CAPITAL, INC.:

By: Andy Sack
Its: Executive Chairman

REVENUE LOAN, LLC

By: Lighter Capital, Inc.
Its: Managing Member

By: Erik Benson
Its: President

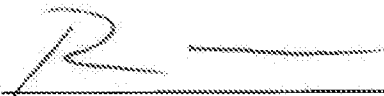
REVENUE LOAN B, LLC

By: Lighter Capital, Inc.
Its: Managing Member

By: Erik Benson
Its: President

ECHELON PARTNERS, L.P.

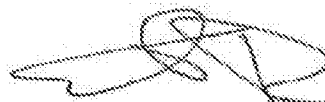
By: Echelon Capital LLC
Its: General Partner


By: _____
Its: _____

[Signature Page to the Lighter Capital Restructuring Agreement]

VOYAGER CAPITAL FUND III, L.P.

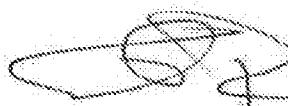
By: Voyager Capital Management III, LLC
Its: General Partner



By: _____
Its: _____

**VOYAGER CAPITAL FOUNDERS FUND III,
L.P.**

By: Voyager Capital Management III, LLC
Its: General Partner



By: _____
Its: _____

FOUNDERS CO-OP, LLC

By: _____
Its: _____

RBF MANAGEMENT 2010, LLC

By: Andy Sack
Its: Managing Member

Andy Sack

VOYAGER CAPITAL FUND III, L.P.

By: Voyager Capital Management III, LLC
Its: General Partner

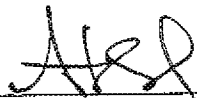
By: _____
Its: _____

**VOYAGER CAPITAL FOUNDERS FUND III,
L.P.**

By: Voyager Capital Management III, LLC
Its: General Partner


By: _____
Its: _____

FOUNDERS CO-OP, LLC

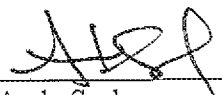


By: _____
Its: _____

RBF MANAGEMENT 2010, LLC



By: Andy Sack
Its: Managing Member




Andy Sack

[Signature Page to the Lighter Capital Restructuring Agreement]

MUUS HORIZON FUND I L.P.

By: _____
Its: _____

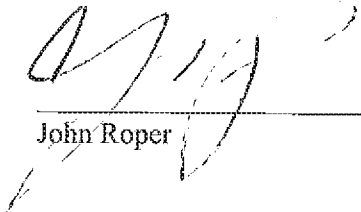
JOVE VENTURE FUND I, LP


By: David L. Colore
Its: Managing Member of True Equity Associates, LLC, its
General Partner

EQUITY TRUST COMPANY CUSTODIAN
FBO RANDALL LUCAS JR IRA

By: _____
Its: _____

Randall Lucas



John Roper

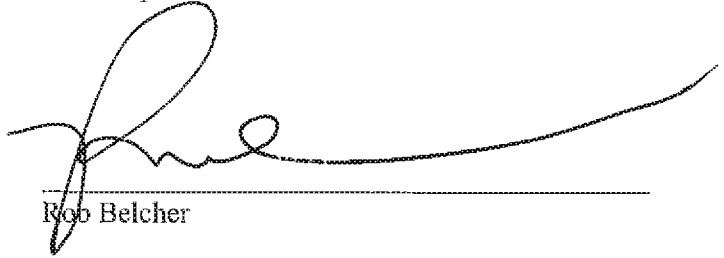
Rob Belcher

Philippe Suchet

Michael Oiknine

[Signature Page to the Lighter Capital Restructuring Agreement]

John Roper

A handwritten signature in black ink, appearing to read 'John Roper', written over a horizontal line.

Rob Belcher

Philippe Suchet

Michael Oiknine

[Signature Page to the Lighter Capital Restructuring Agreement]

TRADEMARK
REEL: 005997 FRAME: 0117

EXHIBIT A

CONTRIBUTION AND SUBSCRIPTION AGREEMENT

THIS CONTRIBUTION AND SUBSCRIPTION AGREEMENT (this "*Agreement*"), dated as of the 2nd day of July, 2012 (the "*Effective Date*"), is executed by and between REVENUE LOAN, LLC, a Delaware limited liability company and REVENUE LOAN B, LLC (collectively, "*Contributor*") and LIGHTER CAPITAL, INC., a Delaware corporation (the "*Company*"). All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Restructuring Agreement (as defined below).

RECITALS

WHEREAS, Contributor and the Company have entered into, along with other parties, that certain Lighter Capital Restructuring Agreement as of the date hereof (the "*Restructuring Agreement*");

WHEREAS, Contributor desires to contribute to the Company and the Company desires to receive from Contributor [REDACTED] (b) all market data, systems, programs, contact information and other intangible property relating to the operation of Contributor (the "*Intellectual Property*"); (c) the exclusive right to use the name Revenue Loan and Lighter Capital on a global royalty-free basis (the "*Tradenames*"); and (d) such other tangible and intangible assets of Contributor that relate to the finance business and operations of Lighter Capital other than the Existing Portfolio Investments (as defined in the Restructuring Agreement) and the remaining retained cash balance of Contributor after taking into account clause (a) above (the "*Other Assets*");

[REDACTED]

NOW THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agrees as follows:

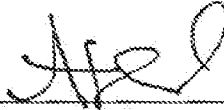
ARTICLE 1 CONTRIBUTIONS AND SUBSCRIPTIONS

1.1 Contribution and Subscription by the Contributor. Concurrently with the execution of this Agreement, Contributor hereby contributes, transfers, assigns, conveys and delivers to the Company the Cash Amount, the Intellectual Property, Tradenames and Other Assets (collectively, the "*Contributed Assets*") in exchange for the Common Shares and Preferred Shares of the Company. The rights and interests of the Common Shares and Preferred Shares of the Company shall be as provided in the Company's Certificate of Incorporation.

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LIGHTER CAPITAL, INC.:



By: Andy Sack

Its: Executive Chairman

REVENUE LOAN, LLC

By: Lighter Capital, Inc.

Its: Managing Member

By: Erik Benson

Its: President

REVENUE LOAN B, LLC

By: Lighter Capital, Inc.

Its: Managing Member

By: Erik Benson

Its: President

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LIGHTER CAPITAL, INC.:

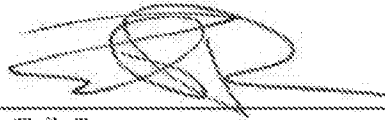
By: Andy Sack

Its: Executive Chairman

REVENUE LOAN, LLC

By: Lighter Capital, Inc.

Its: Managing Member



By: Erik Benson

Its: President

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By: Lighter Capital, Inc.

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By: Erik Benson

Its: President