

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Holdings, LLC		07/31/2017	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	EquiPro Investments, LLC		
Street Address:	2653 West Oxford Loop		
Internal Address:	Suite 108		
City:	Oxford		
State/Country:	MISSISSIPPI		
Postal Code:	38655		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87461185	LIFE DENTAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	<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:	601-985-4416		
Email:	ben.mitchell@butlersnow.com		
Correspondent Name:	Benjamin L. Mitchell		
Address Line 1:	1020 Highland Colony Parkway		
Address Line 2:	Suite 1400		
Address Line 4:	Ridgeland, MISSISSIPPI 39157		
NAME OF SUBMITTER:	Benjamin L. Mitchell		
SIGNATURE:	/Benjamin L. Mitchell/		
DATE SIGNED:	07/16/2018		
Total Attachments: 4			
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CH \$40.00 87461185

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (this "Assignment") dated effective as of July 31, 2017 (the "Effective Date"), is entered into by and between Security Holdings, LLC, a Mississippi limited liability company ("Assignor"), and EquiPro Investments, LLC, a Mississippi limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the membership interests (the "Interests") in the entities set forth on Exhibit A (the "Companies") and the other assets identified on Exhibit B attached hereto (the "Other Assets" and, together with the Interests, the "Non-Core Assets"); and

WHEREAS, Assignor desires to assign and contribute to Assignee all of its right, title and interest in and to the Non-Core Assets, and Assignee desires to accept such assignment and contribution and assume the liabilities associated with the Non-Core Assets.

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

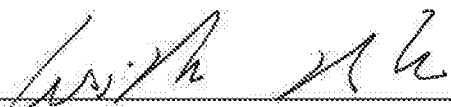
1. Assignment and Contribution of Non-Core Assets. Assignor hereby contributes, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Interests, free and clear of all liens and encumbrances, and Assignor hereby contributes, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Other Assets.
2. Assumption. Assignee hereby accepts the assignment and contribution of the Interests and the Other Assets and, in consideration therefor, hereby assumes all of the obligations with respect to the Interests and the Other Assets arising from and after the Effective Date.
3. Further Action. At any time, or from time to time, after the date hereof, either party shall execute and deliver or cause to be executed and delivered such other instruments and take such other actions as may be reasonably requested by the other party to carry out the intent and purpose of this Assignment, and to more effectively vest title to the Non-Core Assets in Assignee.
4. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed to be an original but all of which together shall constitute a single agreement.
5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Mississippi, without giving effect to the principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

SECURITY HOLDINGS, LLC

By: 
William A. Alias, III, Secretary

ASSIGNEE:

EQUIPRO INVESTMENTS, LLC

By: 
William A. Alias, III, Secretary

EXHIBIT A

Interests

Entity
American Debt Collection Company, LLC
KDWA, LLC
Oxford CHC, LLC
Oxford Loop Investors, LLC
SCS Investments, LLC
Security Credit Services, LLC
Security Properties, LLC
Life Dental Group, LLC
AllAboutTickets, LLC
Brentwood Capital Partners, L.P.
Brentwood Capital Partners, L.P. II

EXHIBIT B

Other Assets

1. Promissory Note Issued by Action Auto, LLC in the original principal amount of \$700,000.
2. Promissory Notes issued by US Consumer Capital, LLC in the original amount of \$500,000
3. [REDACTED]
4. [REDACTED]
5. Furniture fixtures and Equipment including computers and printers, in the offices of [REDACTED]
[REDACTED]
[REDACTED]
Conference Room #3 table and chairs. Computer Resource room furniture fixtures. Various Filing Cabinets associated with the above-referenced individuals.
6. Copier Canon C5235A
7. Postage machine
8. Great Plains Server, SHDMZ Server for Credit, Copies of virtual servers (a) WSUS (b) SHTRIPWIRE (c) SHTRIPWIRELOG (d) Shsrv2a DV (e) Shvsrv4SDC
9. Software - Great Plains, Adaptive and Microsoft Office for the computers included herein.
10. Goodwill of \$5,000,000
11. Rights to Ole Miss Athletics Tickets and Box