

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508559

|                                  |  |                       |   |
|----------------------------------|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |   |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL   |                       |   |
| <b>CONVEYING PARTY DATA</b>      |  |                       |   |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                          |
| BRICKHEAD TECHNOLOGY, LLC        |  | 07/31/2014            | Limited Liability Company:<br>NEW HAMPSHIRE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |   |
| <b>Name:</b>                     | CHRISTOPHER J. BROOM, TRUSTEE OF THE CHRISTOPHER J. BROOM REVOCABLE TRUST U/A DATED MAY 4, 2007 AS AMENDED |                       |   |
| <b>Street Address:</b>           | 155 COMMERCE WAY   |                       |   |
| <b>City:</b>                     | PORTSMOUTH   |                       |   |
| <b>State/Country:</b>            | NEW HAMPSHIRE  |                       |   |
| <b>Postal Code:</b>              | 03801  |                       |   |
| <b>Entity Type:</b>              | Trustee: NEW HAMPSHIRE   |                       |   |
| <b>Name:</b>                     | JAMES P. BROOM, CO-TRUSTEE OF THE JAMES P. BROOM REVOCABLE TRUST U/A DATED MAY 11, 2007, AS AMENDED        |                       |   |
| <b>Street Address:</b>           | 155 COMMERCE WAY   |                       |   |
| <b>City:</b>                     | PORTSMOUTH   |                       |   |
| <b>State/Country:</b>            | NEW HAMPSHIRE  |                       |   |
| <b>Postal Code:</b>              | 03801  |                       |   |
| <b>Entity Type:</b>              | Trustee: NEW HAMPSHIRE   |                       |   |
| <b>Name:</b>                     | KRISTEN M. BROOM, CO-TRUSTEE OF THE JAMES P. BROOM REVOCABLE TRUST U/A DATED MAY 11, 2007, AS AMENDED      |                       |   |
| <b>Street Address:</b>           | 155 COMMERCE WAY   |                       |   |
| <b>City:</b>                     | PORTSMOUTH   |                       |   |
| <b>State/Country:</b>            | NEW HAMPSHIRE  |                       |   |
| <b>Postal Code:</b>              | 03801  |                       |   |
| <b>Entity Type:</b>              | Trustee: NEW HAMPSHIRE   |                       |   |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |   |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>      | 4186674  | UPENDING LENDING      |   |
| <b>Registration Number:</b>      | 3992971  | LENDEDGE              |   |
| <b>CORRESPONDENCE DATA</b>       |  |                       |   |
| <b>Fax Number:</b>               | 2156894934   |                       |   |
| <b>TRADEMARK</b>                 |  |                       |   |

CH \$65.00 4186674

***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.***

**Phone:** 215-979-1191  
**Email:** nkmcLaughlin@duanemorris.com  
**Correspondent Name:** Nicole K. McLaughlin, Duane Morris LLP  
**Address Line 1:** 30 South 17th Street  
**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103-4196

|                                |                        |
|--------------------------------|------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | K0927-00205            |
| <b>NAME OF SUBMITTER:</b>      | Nicole K. McLaughlin   |
| <b>SIGNATURE:</b>              | /Nicole K. McLaughlin/ |
| <b>DATE SIGNED:</b>            | 02/04/2019             |

**Total Attachments: 5**  
source=Assignment 2 -Brickhead to Trusts#page1.tif  
source=Assignment 2 -Brickhead to Trusts#page2.tif  
source=Assignment 2 -Brickhead to Trusts#page3.tif  
source=Assignment 2 -Brickhead to Trusts#page4.tif  
source=Assignment 2 -Brickhead to Trusts#page5.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made effective as of the 31<sup>st</sup> day of July, 2014, by and between BRICKHEAD TECHNOLOGY, LLC, a New Hampshire limited liability company (the "Assignor"), and CHRISTOPHER J. BROOM, TRUSTEE OF THE CHRISTOPHER J. BROOM REVOCABLE TRUST U/A DATED MAY 4, 2007, AS AMENDED, AND JAMES P. BROOM AND KRISTEN M. BROOM, CO-TRUSTEES OF THE JAMES P. BROOM REVOCABLE TRUST U/A DATED MAY 11, 2007, AS AMENDED, each a New Hampshire trust (the "Assignees").

### RECITALS

WHEARES, the Assignor is the owner of all right, title and interest in and to certain registered and unregistered intellectual property including, but not necessarily limited to, the intellectual property identified on Exhibit A-1 (Trademarks), Exhibit A-2 (Registered Copyrights), Exhibit A-3 (Unregistered Copyrights) and Exhibit A-4 (Domain Names) attached hereto (including, without limitation, the intellectual property which has been assigned to and assumed by the Assignor from its subsidiaries pursuant to those certain separate Assignment of Intellectual Property Agreements, each dated hereof, between certain subsidiaries as assignor and the Assignor as assignee) (collectively, the "Intellectual Property"); and

WHEREAS, the Assignor desires to assign to the Assignees all of its rights and interests to the Intellectual Property, including all goodwill attaching thereto, and the Assignees desires to jointly accept such assignment.

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

1. Assignment.

(a) The Assignor hereby grants, transfers, assigns, and conveys to the Assignees, their successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Intellectual Property including all goodwill attaching thereto for Assignees' sole use and control as fully and entirely as those rights would have been held by Assignor if this assignment and transfer had not been made including, but not limited to, the right to secure trade name, service mark or trademark registration or reservation with the New Hampshire Secretary of State and/or the United States Patent and Trademark Office and to any resulting registration or reservation in the Assignees' names as registrant or reserovor, and the right to secure renewals, reissues, and extensions of any such Intellectual Property registration or reservation in the United States of America or any foreign country.

(b) The Assignor hereby confirms that the Assignees and their successors and assigns, own the entire title, right and interest in the Intellectual Property, including the right to register or reserve any derivative name based upon any reasonable derivation of the Intellectual Property. The Assignor agrees that no rights in the Intellectual Property are retained by the Assignor.

2. Further Action. The Assignor agrees to take all actions and cooperate as is reasonable and necessary to protect the Assignees' rights to the Intellectual Property and further agrees to execute any document that might be reasonably necessary to perfect the Assignees' ownership of the Intellectual Property and that might be reasonably necessary to perfect registration or reservation with the New Hampshire Secretary of State, the United States Patent and Trademark Office and/or any other applicable jurisdictions.

3. Power of Attorney with Respect to Intellectual Property and Domain Names. The Assignor hereby constitutes and appoints the Assignees, their successors and assigns, the Assignor's true and lawful attorney and attorneys, with full power of substitution, in the Assignor's name and stead, but on behalf and for the benefit of the Assignees, their successors and assigns, to demand and receive any and all of the Intellectual Property, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Assignor's name, or otherwise, for the benefit of the Assignees, their successors and assigns, any and all proceedings at law, in equity or otherwise, which the Assignees, their successors or assigns, may deem proper for the collection or reduction to possession of any of the Intellectual Property and Domain Names or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relating to the Intellectual Property which the Assignees, their successors or assigns shall deem desirable, the Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by its dissolution or in any manner or for any reason whatsoever.

4. Headings. The headings used herein are inserted for convenience of reference only and shall not define, limit, extend or describe the scope of this Agreement or affect the construction or interpretation hereof.

5. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

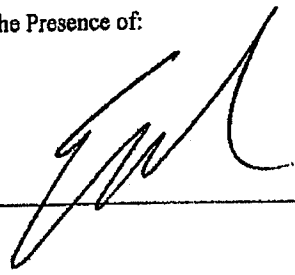
6. Complete Agreement. This Agreement sets forth the entire agreement by and between the Assignor and the Assignees concerning the subject matter hereof.

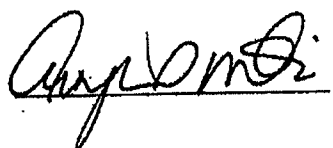
7. Governing Law: Jurisdiction. This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire, excluding choice of law rules or rulings. The parties hereto consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder, and expressly waive any and all objections that any of them may have as to venue in any such courts.

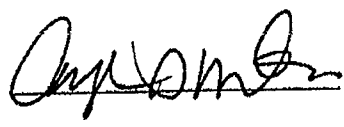
*[Signature page follows]*

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed by each of the parties hereto effective as of the date hereinbefore first written.

In the Presence of:

  
\_\_\_\_\_

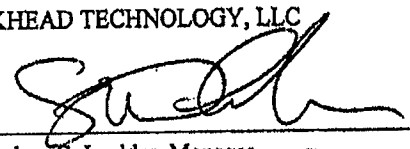
  
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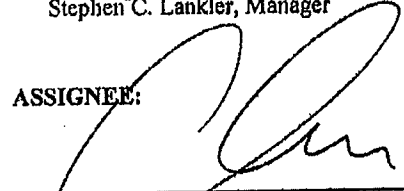
ASSIGNOR:

BRICKHEAD TECHNOLOGY, LLC

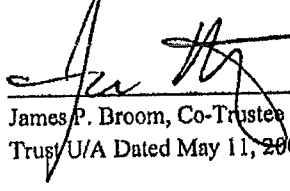
By:   
\_\_\_\_\_

Stephen C. Lankler, Manager

ASSIGNEE:

  
\_\_\_\_\_

Christopher J. Broom, Trustee of the Christopher J. Broom Revocable Trust U/A Dated May 4, 2007, as amended

  
\_\_\_\_\_

James P. Broom, Co-Trustee of the James P. Revocable Trust U/A Dated May 11, 2007, as amended

\_\_\_\_\_

Kristen M. Broom, Co-Trustee of the James P. Broom Revocable Trust U/A Dated May 11, 2007, as amended

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed by each of the parties hereto effective as of the date hereinbefore first written.

In the Presence of:

ASSIGNOR:

BRICKHEAD TECHNOLOGY, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Stephen C. Lankler, Manager

ASSIGNEE:

\_\_\_\_\_

Christopher J. Broom, Trustee of the Christopher J. Broom Revocable Trust U/A Dated May 4, 2007, as amended

\_\_\_\_\_

~~James P. Broom, Co-Trustee of the James P. Revocable Trust U/A Dated May 11, 2007, as amended~~

\_\_\_\_\_

Kristen M. Broom, Co-Trustee of the James P. Broom Revocable Trust U/A Dated May 11, 2007, as amended

[Signature Page to Assignment of Intellectual Property]

**Exhibit A-1**

**Trademarks**

**(Assigned to and Assumed by Brickhead Technology, LLC effective \_\_/\_\_/2014)**

| <b>Mark</b>                   | <b>Registration<br/>Number</b> | <b>Owner</b>  |
|-------------------------------|--------------------------------|---|
| UPENDING LENDING              | 4,186,674                      | LendEdge, LLC   |
| LENDEGE                       | 3,992,971                      | LendEdge, LLC<br>(Original Registrant Direct<br>Capital Corporation assigned to<br>LendEdge, LLC on 02/07/2012) |
| EQUIPMENTENGINE (Design Mark) | 4,001,589                      | EquipmentEngine, LLC  |

All common law marks