

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C/C Financial Corp.		08/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Braveheart Acquisition, LLC		
Street Address:	5501 Headquarters Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4468015	MERCHANTS PREFERRED LEASE-PURCHASE SERVI	
Registration Number:	5414323	MERCHANTS PREFERRED LEASE-PURCHASE SERVI	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000323636.X00029		
NAME OF SUBMITTER:	Chris R. Andersen		
SIGNATURE:	/Chris R. Andersen/		
DATE SIGNED:	09/17/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), made this 13th day of August, 2019, is by and among C/C Financial Corp., a Delaware corporation (“C/C”), MPLPS II Holdings, LLC, a Delaware limited liability company (“Holdings”), MPLPS II, LLC, a Delaware limited liability company (“MPLPS”), MP Lease-Purchase Services, Inc., a Delaware corporation (“LPS”), and Braveheart Acquisition, LLC, a Delaware limited liability company (“Assignee”). C/C, Holdings, MPLPS and LPS are sometimes referred to herein collectively as “Assignors” and each individually as an “Assignor”. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement by and among Assignors, Assignee, Synterra Capital Management LLC, solely in its capacity as the representative of Assignors, and, solely for the purposes set forth in Section 1.4 therein, Rent-A-Center, Inc., a Delaware corporation (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, transfer, assign, convey and deliver to Assignee, directly as applicable, and Assignee has agreed to purchase, acquire and accept from Assignors, all of each Assignor’s right, title and interest in, to and under all of the Purchased Assets for the consideration set forth in the Purchase Agreement, including the Business Intellectual Property;

WHEREAS, it is the intention of the parties hereto to reflect the foregoing transactions by the execution and delivery of this Assignment at the Closing;

WHEREAS, the Business Intellectual Property includes the trade names, trademarks and trademark registrations identified on the attached Schedule A (the “Marks”), the domain name registrations identified on the attached Schedule B (the “Domain Names”), the social media accounts identified on the attached Schedule C (the “Social Media Accounts”) and the Software identified on the attached Schedule D; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from each Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Social Media Accounts identified on Schedule C; (d) the Software identified on Schedule D; and (e) all works of authorship, trade secrets and all other intellectual property rights included in the Business Intellectual Property, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Each Assignor further assigns to Assignee all of such Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Social Media Accounts and other Business Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names, Social Media Accounts and other Business Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Business Intellectual Property.

Each Assignor agrees that it will, at Assignee's expense, place each of the Domain Names and Social Media Accounts in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names and any required information to effectuate the transfer of such Assignor's right, title, and interest in the Domain Names and Social Media Accounts (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names and Social Media Accounts.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

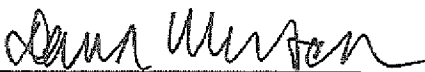
This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

BRAVEHEART ACQUISITION, LLC

By: 
Name: Dawn M. Wolverton
Title: Secretary

C/C FINANCIAL CORP.

By: _____
Name:
Title:

MPLPS II HOLDINGS, LLC

By: _____
Name:
Title:

MPLPS II, LLC

By: _____
Name:
Title:

**MP LEASE-PURCHASE SERVICES,
INC.**

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

BRAVEHEART ACQUISITION, LLC

By: _____
Name:
Title:

C/C FINANCIAL CORP.

By: _____
Name: Joseph N. Corona
Title: President

MPLPS II HOLDINGS, LLC

By: _____
Name: Joseph N. Corona
Title: President

MPLPS II, LLC

By: _____
Name: Joseph N. Corona
Title: President

MP LEASE-PURCHASE SERVICES, INC.

By: _____
Name: Joseph N. Corona
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Intellectual Property – Marks

- Service Mark “MERCHANTS PREFERRED LEASE-PURCHASE SERVICES”, Reg. No. 4,468,015, registered January 14, 2014.
- Service Mark “MERCHANTS PREFERRED LEASE-PURCHASE SERVICES (and design)”, Reg. No. 5,414,323, registered February 27, 2018.

SCHEDULE B

Intellectual Property – Domain Names

Domain Name	Registrant	Registrar	Creation Date Expiration Date
mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
dealerdemo.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
dealertest.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
dealerlink.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
lte.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
ltdemo.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022
directlink.mplease.com	CC Financial Corp.	GoDaddy.com, LLC	08/14/2014 08/14/2022

SCHEDULE C

Intellectual Property – Social Media Accounts

- Facebook: www.facebook.com/MerchantsPreferredLease/
- Instagram: www.instagram.com/merchantspreferred/
- Twitter: www.twitter.com/Mplps1
- LinkedIn: www.linkedin.com/company/merchants-preferred

SCHEDULE D

Intellectual Property – Software

- LTE Core Software Technology Stack
 - DirectLink portal
 - lte.mplease.com portal
- Vision proprietary origination strategy