

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654815

<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>
MIDCAP FINANCIAL TRUST		09/10/2019	STATUTORY TRUST: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING XVII TRUST		
<b>Street Address:</b>	1209 ORANGE STREET		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5013027	LIFE WITHOUT LACES	
<b>Registration Number:</b>	5008264	HICKIES	
<b>Registration Number:</b>	5163080		
<b>Registration Number:</b>	5287001	LOVE YOUR KICKS	
<b>Registration Number:</b>	4869701	LOVE YOUR KICKS	
<b>Registration Number:</b>	4743715	LACES OUT HICKIES IN	
<b>Registration Number:</b>	4882758	K HICKIES	
<b>Registration Number:</b>	4774351	HICKIES ELEMENTS	
<b>Registration Number:</b>	4757170	PUNGAS	
<b>Registration Number:</b>	4200125	HICKIES	
<b>Registration Number:</b>	4664056	DOOHICKIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126589718		
<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>	2126738350		
<b>Email:</b>	trademarks@goldbergcohen.com		
<b>Correspondent Name:</b>	Amy J Benjamin		
<b>Address Line 1:</b>	1350 Avenue of the Americas		

CH \$290.00 5013027

**Address Line 2:** 3rd Floor  
**Address Line 4:** New York, NEW YORK 10019

**NAME OF SUBMITTER:** Amy J Benjamin

**SIGNATURE:** /amy j benjamin/

**DATE SIGNED:** 06/18/2021

**Total Attachments: 9**

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## QUITCLAIM BILL OF SALE AND ASSIGNMENT

FOR AND IN CONSIDERATION OF

and other good and valuable consideration, and subject to the obligations under the Loan Agreement<sup>1</sup> and other Loan Documents<sup>2</sup> (as defined below), the receipt and sufficiency of which are hereby acknowledged, MIDCAP FINANCIAL TRUST, in its capacity as a secured party exercising the rights and remedies provided under the Uniform Commercial Code (in its capacity as secured party, the "Seller"), does hereby sell, transfer, convey and assign absolutely to MIDCAP FUNDING XVII TRUST (in its capacity as purchaser, the "Buyer"), all of its right, title, and interest in and to the property described on Exhibit A attached hereto, including all parts, additions, accessions, accessories, replacements, and substitutions thereto or therefor and all proceeds related to the property so conveyed to the Buyer (collectively, the "Sale Property") TOGETHER WITH all of Seller's rights, title, interests, powers remedies, options, privileges and immunities in and under the Sale Property conveyed to the Buyer.

TO HAVE AND TO HOLD, the foregoing described Sale Property, together with all and singular the rights and appurtenances thereof, the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the applicable Buyer, its successors and assigns, forever, in as full and ample a manner as the same were possessed and held by Seller.

This conveyance and assignment is made pursuant to:

(i) that certain Installment Promissory Note, dated October 9, 2018 (as amended or otherwise modified from time to time, the "Second Lien Note"), and issued by TCJ II, LLC (the "Borrower") in favor of Seller, as administrative agent (in such capacity, the "Second Lien Agent" or the "Agent") for the holders of the Second Lien Note (such holders, the "Second Lien Lenders");

(ii) that certain Security Agreement, dated October 9, 2018 (as amended or otherwise modified from time to time, the "Note Security Agreement"), by and among Borrower, TCJ I, LLC ("TCJ I"), and Second Lien Agent;

(iii) the other documents executed in connection with the Second Lien Note and the Note Security Agreement (such documents, the "Second Lien Loan Documents");

(iv) that certain Forbearance Agreement, dated as of July 9, 2019 by and among The Credit Junction Holdings, Inc. (the "Parent"), TCJ I, the Borrower, the lenders party thereto, and Midcap Financial Trust, in its capacities as agent (such agreement, the "Forbearance Agreement");

<sup>1</sup> References herein to the "Loan Agreement" shall mean that certain Loan and Security Agreement, dated as of March 9, 2018 (as amended), by and among TCJ II, LLC, The Credit Junction Holdings, Inc. ("Parent"), the lenders from time to time party thereto, and Seller, as administrative agent.

<sup>2</sup> The term "Loan Documents" herein shall have the meaning ascribed to it in the Loan Agreement.

(v) that certain Amended and Restated Collateral Assignment and Security Agreement for Software and Other Personal Property, dated as of July 9, 2019, by and among Parent and Midcap Financial Trust, in its capacities as agent (such agreement, the "Parent Security Agreement");

(vi) the other documents executed in connection with the Second Lien Note, Note Security Agreement, Second Lien Loan Documents, Forbearance Agreement, and Parent Security Agreement (such documents, collectively, the "Transaction Documents"), which Transaction Documents collectively evidence the liability of the Borrower, TCJ I, and Parent to the Seller in respect of the Second Lien Note in an aggregate amount equal to or exceeding [REDACTED]

(vii) the public sale held on September 10, 2019, at approximately 11:00 a.m. (New York City, New York time) at the offices of Holland & Knight LLP, 31 West 52<sup>nd</sup> Street, 12<sup>th</sup> Floor, New York, New York 10019; and

(viii) the applicable provisions of the Uniform Commercial Code.

THERE ARE ABSOLUTELY AND UNEQUIVOCALLY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BEING GIVEN IN THIS DISPOSITION AS TO THE SALE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, TRANSFERABILITY, POSSESSION, ENFORCEABILITY, QUIET ENJOYMENT, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, AUTHORITY, PRIORITY OR PERFECTION OF ANY LIENS OR SECURITY INTERESTS, THAT ANY OF THE SALE PROPERTY IS INSURED, OR THAT THERE ARE NO UNPAID TAXES OR OTHER ASSESSMENTS RELATED TO THE SALE PROPERTY. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY WAIVED AND DISCLAIMED BY SELLER FOR ITSELF AND ITS ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS.

IN FURTHERANCE OF THE FOREGOING, BY ITS ACCEPTANCE OF THIS QUITCLAIM BILL OF SALE AND ASSIGNMENT, BUYER IS DEEMED TO HAVE ACCEPTED THE SALE PROPERTY PURPORTED TO BE TRANSFERRED IN THIS QUITCLAIM BILL OF SALE AND ASSIGNMENT "AS IS" AND "WHERE IS" AND WITH ALL FAULTS (INCLUDING, WITHOUT LIMITATION, WITHOUT WARRANTY OF TITLE), SUBJECT IN THE CASE OF ANY CREDIT BID, TO ANY LENDER'S RIGHTS AGAINST THE OBLIGORS AND THEIR RESPECTIVE ASSETS. BUYER IS ASSUMING THE RISK OF DETERIORATION IN THE VALUE OF THE SALE PROPERTY SUBSEQUENT TO THE DATE HEREOF. ACCORDINGLY, BY ITS ACCEPTANCE OF THIS QUITCLAIM BILL OF SALE AND ASSIGNMENT, BUYER ACKNOWLEDGES THAT BUYER HAS NO CLAIM OF FOR INDEMNIFICATION BY SELLER OR SELLER'S AFFILIATES, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, BY CONTRACT, IN LAW OR IN EQUITY. BUYER SHALL HAVE NO RECOURSE WHATSOEVER TO SELLER OR ITS AFFILIATES, ATTORNEYS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS, WHETHER WITH RESPECT TO THE CONDITION OF THE SALE PROPERTY OR THE PRIORITY OR ACTUAL PERFECTION OF SELLER'S INTERESTS (IF ANY) IN THE SALE PROPERTY, IN EACH CASE SUCH LIMITATION OF RECOURSE SHALL NOT APPLY TO ANY OBLIGOR OR ITS ASSETS.

This Quitclaim Bill of Sale and Assignment shall be governed and construed in accordance with the laws of the State of New York. This Quitclaim Bill of Sale and Assignment constitutes the entire agreement between the Seller and Buyer as to the subject matter hereof and thereof.

EACH OF THE PARTIES HERETO VOLUNTARILY AND KNOWINGLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE TRANSACTION DOCUMENTS AND OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

**[Remainder of page intentionally blank; signature page follows]**

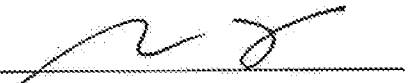
IN WITNESS WHEREOF, Seller has hereunto set its hand on this 10<sup>th</sup> day of September, 2019.

SELLER:

MIDCAP FINANCIAL TRUST

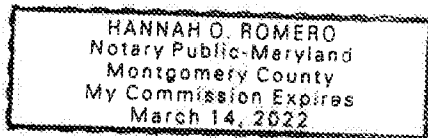
By: Apollo Capital Management, L.P.  
Investment Manager

By: Apollo Capital Management GP, LLC  
General Partner

By: 

Name: Maurice Amsellem  
Title: Authorized Signatory

Sworn to and subscribed before me, Notary Public, at Bethesda, MD, on this 10<sup>th</sup> day of September, 2019.





NOTARY PUBLIC

My commission expires: 3/14/22

## Exhibit A

### **Sale Property Description**

All of the following now owned or hereafter acquired assets and properties of TCJ II LLC (“TCJ II”):

- all rights to payment of indebtedness and obligations (including without limitation, unpaid principal, accrued interest, costs, fees, expenses and indemnity obligations) owing to TCJ II in respect of a revolving line of credit, term loan or other financial accommodation (the “Notes Receivable”), together with all collateral securing the Notes Receivable and any loan documents evidencing the Notes Receivable or interest in any collateral securing the Notes Receivable (including the Note Receivable Collateral and Note Receivable Documents, as each such term is defined in the Loan Agreement); BUT EXPRESSLY EXCLUDING (A) THE [REDACTED] LOAN (AND COLLATERAL AND DOCUMENTATION RELATED TO THE [REDACTED] INDUSTRIES, INC. LOAN) INCLUDED IN LOT #4; AND (B) ANY NOTES RECEIVABLE IDENTIFIED ON EXHIBIT A-1 (the “Excluded A-5-1 Receivables”);
- Although the Excluded A-5-1 Receivables will not be included in Auction Lot 5, the property sold in Auction Lot 5 will EXPRESSLY INCLUDE the right to receive payment of accrued interest on the Excluded A-5-1 Receivables for the period of September 1-6, 2019 (such right to receive payment, the “Retained Accrued A-5-1 Interest”);
- all “accounts”, as defined in the New York Uniform Commercial Code;
- all of TCJ II’s cash and cash equivalents (including, without limitation, (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the second highest rating from either Standard & Poor’s Ratings Group or Moody’s Investors Service, Inc.; (c) any certificates of deposit maturing no more than one (1) year after issue; and (d) money market funds at least ninety-five percent (95%) of the assets of which constitute the cash equivalents described in clauses (a) through (c));
- all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds, payments and prepayments of principal, interest, fees, penalties, payments under policies of title, hazard or other insurance, payments under Supporting Obligations (as defined in the Loan Agreement) and other payments) paid with respect to or in connection with Note Receivables or documents evidencing or securing such Notes Receivable;
- all equipment, as defined in the New York Uniform Commercial Code, (including, without limitation, machinery, machine tools, motors, furniture, furnishings, fixtures, vehicles (including motor vehicles), computer hardware, tools, parts), and all attachments, accessories, accessions, replacements, substitutions, additions, and

improvements to any of the foregoing, **BUT EXPRESSLY EXCLUDING** any furniture, fixtures, or other equipment located in the office space located at 132 West 31<sup>st</sup> Street, New York, NY 10001 (such space, the "Office Space");

- all goods, as defined in the New York Uniform Commercial Code (other than consumer goods or farm products, as each such term is defined in the New York Uniform Commercial Code), **BUT EXPRESSLY EXCLUDING** any goods located in the Office Space;
- any real property or personal property owned by TCJ II (or a subsidiary of TCJ II) that previously secured a Note Receivable and was acquired by TCJ II (or a subsidiary of TCJ II) as a result of disposition under Section 6 of Article 9 of the New York Uniform Commercial Code, foreclosure, deed-in-lieu-of-foreclosure, acceptance of collateral in full or partial satisfaction of an Note Receivable, strict foreclosure or other similar process in which TCJ II (or a subsidiary of TCJ II) obtained legal title to such real property or personal property following a default under such Note Receivable, together with all of TCJ II's (or a subsidiary of TCJ II's) now owned or hereafter acquired proceeds thereof or interests in the improvements thereon, the fixtures attached thereto, the personal property located thereon and the easements and other appurtenances appurtenant thereto;
- all general intangibles (as that term is defined in the New York Uniform Commercial Code), including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trade secrets, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, insurance premium rebates, and any other personal property other than accounts, commercial tort claims, deposit accounts, goods, investment property (as each such term is defined in the New York Commercial Code) and Negotiable Collateral (as defined below); **BUT EXPRESSLY EXCLUDING**: (i) any direct or indirect equity interests of TCJ II in any of its subsidiaries; (ii) any employment contracts; (iii) any furniture, fixtures, equipment, or goods located in the Office Space; (iv) any tax operating losses or carry-overs arising prior to the foreclosure sale; (v) any director and officer liability policies; and (vi) any software or other property that is sold via Lot 1 of this foreclosure auction;
- all inventory, as defined in the New York Uniform Commercial Code;
- all investment property, as defined in the New York Uniform Commercial Code; **BUT EXPRESSLY EXCLUDING** (i) any direct or indirect equity interests of TCJ II in its subsidiaries; or (ii) any tax operating losses or carry-overs arising prior to the foreclosure sale;
- all letters of credit, letter of credit rights, instruments, promissory notes, drafts,

**MidCap – TCJ**  
**Foreclosure Agenda**

**TRADEMARK**  
**REEL: 007330 FRAME: 0715**



documents, and chattel paper (including electronic chattel paper and tangible chattel paper) (collectively, the "Negotiable Collateral");

- each of (a) that certain Purchase and Sale Agreement, dated on or about March 9, 2018, by and between The Credit Junction Holdings, Inc., as seller of certain Note Receivables originated in the State of California, and TCJ II as purchaser of such Note Receivables, (b) that certain Purchase and Sale Agreement, dated on or about March 9, 2018, by and between TCJ Business Funding, LLC, as seller of certain Note Receivables originated in jurisdictions other than the State of California, and TCJ II as purchaser of such Note Receivables, and (c) that certain Purchase and Sale Agreement, dated on or about March 9, 2018 by and between TCJ I, LLC, as seller of certain Note Receivables, and Borrower, as purchaser of such Note Receivables, in each case as the same may be amended, modified, supplemented, restated, replaces, or renewed in writing from time to time;
- that certain Servicing Agreement, dated as of March 9, 2018, by and among Midcap Financial Trust, TCJ II, and The Credit Junction Holdings, Inc. (as servicer);
- that certain Electronic Collateral Control Agreement, dated as of March 9, 2018, by and among Midcap Financial Trust, TCJ II, LLC, and eOriginal, Inc;
- all books and records pertaining to any of the foregoing, or any of TCJ II's business operations or financial condition;
- all letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, document, general intangible, Note Receivable, instrument, or investment property;
- all policies of insurance (including without limitation, casualty and hazard insurance and policies of title insurance), or rights as lender loss payee, loss payee or endorsee thereof, and escrow agreements, all tax, insurance, security or other deposits, including rights in respect of letters of credit evidencing or securing any such deposit, and rights acquired by reason of condemnation or exercise of the power of eminent domain, in each case with respect to any of the foregoing, BUT EXPRESSLY EXCLUDING any director and officer liability policies;
- all deposit accounts, as defined in the New York Uniform Commercial Code; and
- the proceeds and products, whether tangible or intangible, of any of the foregoing.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY ON THIS EXHIBIT A, EACH OF THE FOLLOWING ASSET CATEGORIES SHALL BE EXCLUDED FROM THE SALE IMPLEMENTED IN LOT #5:**

- any direct or indirect equity interests of TCJ I in any of its subsidiaries;
- any employment contracts;






**MidCap – TCJ**  
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- any furniture, fixtures, equipment, or goods located in the Office Space;
- any operating losses or carry-overs arising prior to the foreclosure sale;
- any director and officer liability policies;
- any software assets included in the Lot #1 sale;
- [REDACTED] Inc. loan, and the collateral and documentation related to the [REDACTED] loan, included in Lot #4;
- any of the loans (or related documentation or collateral for such loans) or other assets identified on Exhibit A-1 (provided, however, that such exclusion shall not apply to the Retained Accrued A-5-1 Interest, which shall be included in the Lot 5 sale); or
- materials or substances that are defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants”, “pollutants” or words of similar import under any under applicable environmental laws and all recordkeeping of TCJ II to the extent related thereto.

**EXHIBIT A-1**

**Property EXCLUDED from Sale in Auction Lot 5**

The following assets of TCJ II shall be excluded from sale in Auction Lot 5:

- 100% of TCJ II's right, title, interest, powers and privileges and obligations under and in connection with each of the Master Business Loan Agreements for the Notes Receivable of the following borrowers (other than the Retained Accrued A-5-1 Interest (as defined in Exhibit A)), together with any all other documents executed in connection with such Master Business Loan Agreements in order to evidence such Notes Receivable to the undersigned borrowers (collectively, the "Assigned Lot 5 Loan Documents"):
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- all claims, suits, causes of action and any other right of TCJ II against any person or entity, whether known or unknown, arising under or in connection with the Assigned Lot 5 Loan Documents or the loan transactions governed thereby or in any way based on or related to any of the Assigned Lot 5 Loan Documents, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the Assigned Lot 5 Loan Documents.