

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Assignment following foreclosure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank	FORMERLY Square 1 Bank	05/23/2017	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ECP Commercial III LLC		
Street Address:	4695 MacArthur Court, Suite 370		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4163719	WE BRING ART TO LIFE	
Registration Number:	4656767	IMAGE2ART	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	6152523552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	06/14/2017		
Total Attachments: 3			
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OP \$65.00 4163719

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "*Bill of Sale*"), dated May 23, 2017, is made by Pacific Western Bank, successor in interest by merger to Square 1 Bank ("*Grantor*") in favor of ECP Commercial III LLC ("*Grantee*").

RECITALS

Grantor and Grantee have entered concurrently into a certain Foreclosure Sale Agreement dated May 23, 2017 (the "*Sale Agreement*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Sale Agreement.

Pursuant to the Loan Documents, Grantor possesses a security interest in and lien upon certain property of New Era Publishing, Inc. ("*Debtor*") set forth in Exhibit A to the Sale Agreement (the "*Transferred Assets*").

The Transferred Assets include, but are not limited to, the following trademarks:

Serial No: 85410429	Reg. No. 4163719	Word Mark: WE BRING ART TO LIFE
Serial No. 85778873	Reg. No. 4656767	Word Mark: IMAGE2ART

Debtor is in default under the Loan Documents and, pursuant to the terms thereof, Grantor has the right to sell or otherwise convey Debtor's right, title and interest in and to the Transferred Assets.

Under the Purchase Agreement, and in accordance with the terms thereof, Grantor has agreed, pursuant to Section 9-610 of the Code, to sell, convey, transfer, assign and deliver to Grantee all of Debtor's right, title and interest in and to the Transferred Assets.

Article 1 of the Sale Agreement provides for the execution and delivery of this Bill of Sale.

AGREEMENT

For and in consideration of the Purchase Price to be paid by Grantee, and for other good and valuable consideration delivered by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Grantee, its successors and assigns, all of Debtor's right, title and interest in and to the Transferred Assets.

EXCEPT AS IS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND/OR IN THIS BILL OF SALE, THE TRANSFERRED ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS AND WITH ALL FAULTS, AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER

REGARDING THE TRANSFERRED ASSETS, AND GRANTOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO: THE CONDITION OR MERCHANTABILITY OF THE ASSETS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; TITLE, POSSESSION OR QUIET ENJOYMENT; THE DESIGN OR CONDITION OF THE TRANSFERRED ASSETS; THE QUALITY OR CAPACITY OR WORKMANSHIP OF THE TRANSFERRED ASSETS; COMPLIANCE BY THE TRANSFERRED ASSETS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT OR LATENT DEFENSES; ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE TRANSFERRED ASSETS; AND THE ENVIRONMENTAL CONDITION OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO WHETHER THE TRANSFERRED ASSETS ARE CONTAMINATED WITH ANY HAZARDOUS SUBSTANCE REGULATED BY ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, OR REGULATION, INCLUDING BUT NOT LIMITED TO THE FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AND THE RESOURCE RECOVERY AND CONSERVATION ACT, AS AMENDED.

Notwithstanding the forgoing, Grantor represents and warrants to Grantee that upon delivery to Grantee of this Bill of Sale executed by Grantor and Grantee, Grantee shall acquire and own all of Debtor's right, title and interest in, to or arising under the Transferred Assets.

The Grantor agrees to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Bill of Sale and to consummate the transactions contemplated hereby.

THIS BILL OF SALE AND THE RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on the date first above written.

Purchaser:

ECP COMMERCIAL III LLC

By: 

Name: Ravi Bhagavathula

Title: Authorized Agent

Seller:

PACIFIC WESTERN BANK

By: 

Name: WALTER SCHUPPE

Title: SENIOR VICE PRESIDENT

[Signature Page to Bill of Sale]