

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/21/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 W. Monroe Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4286307	ENERGIZING INDIANA
Registration Number:	4286309	TOGETHER WE'LL DO POWERFUL THINGS!
Registration Number:	4286308	ENERGIZING INDIANA TOGETHER WE'LL DO POW
Registration Number:	4286310	ENERGIZING INDIANA TOGETHER WE'LL DO POW
Registration Number:	4339915	GOODCENTS CONNECT
Registration Number:	4144018	GOODCENTS THE POWER TO PERFORM
Registration Number:	4246585	GOODCENTS CONNECT
Registration Number:	3682578	GOODCENTS
Registration Number:	4144019	GOODCENTS THE POWER TO PERFORM.
Registration Number:	2748183	GOODCENTS SOLUTIONS
Registration Number:	2592144	GOOD CENTS HOME
Registration Number:	2267718	GOOD CENTS
Registration Number:	2250519	GOOD CENTS
Registration Number:	2347535	GOOD CENTS
Registration Number:	2371579	GOOD CENTS SELECT
Registration Number:	2234569	GOOD CENTS ENVIRONMENTAL HOME
Registration Number:	2198786	GOOD CENTS ENVIRONMENTAL HOME
Registration Number:	1111117	GOOD CENTS HOME

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1726584	SUPER GOOD CENTS
Registration Number:	1278459	GOOD ¢ENTS
Registration Number:	1726583	SUPER GOOD CENTS
Registration Number:	1787257	GOOD CENTS
Registration Number:	3668632	GOOD¢ENTS

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	772438-58A
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/04/2015

Total Attachments: 6

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, GoodCents Concepts, Inc., as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

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

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IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: _____

Name: _____

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: _____

Name: _____




Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of July 24, 2015 and filed with the United States Patent and Trademark Office on August 5, 2015 at Reel 5593 Frame 0250.


EXHIBIT B

1. REGISTERED TRADEMARKS

Number	Mark	Application/ Registration Number	Application / Registration Date
1.	ENERGIZING INDIANA	4,286,307	2/5/2013
2.	TOGETHER WE'LL DO POWERFUL THINGS!	4,286,309	2/5/2013
	<small>TOGETHER WE'LL DO POWERFUL THINGS!</small>		
3.	ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS 	4,286,308	2/5/2013
4.	ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS <small>ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS</small>	4,286,310	2/5/2013
5.	GOODCENTS CONNECT 	4,339,915	5/21/2013
6.	GOODCENTS THE POWER TO PERFORM <small>GOODCENTS THE POWER TO PERFORM</small>	4,144,018	5/15/2012
7.	GOODCENTS THE POWER TO PERFORM. 	4,144,019	5/15/2012
8.	GOODCENTS CONNECT <small>GOODCENTS CONNECT</small>	4,246,585	11/20/2012
9.	GOODCENTS	3,682,578	9/15/2009

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Number	Mark	Application/ Registration Number	Application / Registration Date
	GOODCENTS		
10.	GOOD¢ENTS 	3,668,632	8/18/2009
11.	GOODCENTS SOLUTIONS	2,748,183	8/5/2003
12.	GOOD CENTS HOME	2,592,144	7/9/2002
13.	GOOD CENTS	2,267,718	8/3/1999
14.	GOOD CENTS	2,250,519	6/1/1999
15.	GOOD CENTS	2,347,535	5/2/2000
16.	GOOD CENTS SELECT	2,371,579	7/25/2000
17.	GOOD CENTS ENVIRONMENTAL HOME	2,234,569	3/23/1999
18.	GOOD CENTS ENVIRONMENTAL HOME 	2,198,786	10/20/1998
19.	GOOD CENTS HOME 	1,111,117	1/9/1979
20.	SUPER GOOD CENTS	1,726,584	10/20/1992
21.	GOOD ¢ENTS 	1,278,459	5/15/1984
22.	SUPER GOOD CENTS	1,726,583	10/20/1992

Number	Mark	Application/ Registration/ Number	Application / Registration / Date
			
23.	GOOD CENTS	1,787,257	8/10/1993

2. TRADEMARK APPLICATIONS

None.