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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91216932
Party	Plaintiff Rapid Funding LLC
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Date	02/03/2015
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark Application Serial No. 86111998
Published in the *Official Gazette* on June 10, 2014

RAPID FUNDING, LLC,

Opposition No. 91216932

Opposer,

v.

RAPID CAPITAL FUNDING, LLC,

Applicant.

JOINT CONSENT AGREEMENT

THIS JOINT CONSENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 29th day of January, 2015 (hereinafter the "Effective Date"), by and between Rapid Capital Funding, LLC, a Florida limited liability company (hereinafter "RCF"), and Rapid Funding, LLC, a Colorado limited liability company (hereinafter "RF"). RCF and RF are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, RCF has used the Trademark and Service Mark RAPID CAPITAL FUNDING ("RCF Mark") since at least as early as June 1, 2007 as shown in Federal Trademark Application, Serial Number 86111998, filed on November 6, 2013;

WHEREAS, RF has used the Trademark and Service Mark RAPID FUNDING ("RF Mark") and design since at least as early as December 15, 2000, as shown in Federal Trademark Registration Number 2656451, registered on December 3, 2002 and inadvertently cancelled on July 5, 2013;

WHEREAS, RF has initiated a new Federal Trademark Application, Serial Number 86332570, filed on July 9, 2014, of which such application has been suspended pending the prior application filed by RCF for the RCF Mark.

WHEREAS, RF has initiated an Opposition Proceeding against the RCF Mark in the

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United States Patent and Trademark Office before the Trademark Trial and Appeal Board under Opposition Number 91216932 (hereinafter the "Opposition Proceeding"); and

WHEREAS, both Parties desire to settle their differences with neither Party admitting any of the allegations of the other Party in the Opposition Proceeding.

NOW THEREFORE, in consideration of the mutual promises and agreements expressed herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Parties hereto hereby agree as follows:

BACKGROUND AND PURPOSE

1. RCF warrants that it is the sole and exclusive owner of the trademark and/or service mark RAPID CAPITAL FUNDING (standard character) (hereinafter the "RCF Mark") since at least as early as June 1, 2007, currently under the Federal Trademark Application, Serial Number 86111998, filed on November 6, 2013, in conjunction with the goods and services in International Class 036 described as "Financial analysis and consultation; Financial services, namely, money lending; Financing and loan services; Providing financial consultation services to small businesses." Specifically, RCF's goods and services are that of being engaged in offering financing consisting of funding to certain and specific types of businesses, for business purposes in exchange for the purchase and/or transfer of rights to collect on a portion of the business client's accounts receivables ("RCF Business Model").

2. RF warrants that it is the sole and exclusive owner of the trademark and/or service mark RAPID FUNDING (stylized) (hereinafter the "RF Mark") since at least as early as December 15, 2000, which was previously registered under Federal Trademark Registration Number 2656451, registered on December 3, 2002 and inadvertently cancelled on July 5, 2013 in conjunction with the goods and services in International Class 036 described as "Financial services, namely, loan financing, real estate and accounts receivable lease lending and mortgage lending". Thereafter, RF initiated a new Federal Trademark Application (stylized) for the RF Mark, Serial Number 86332570, filed on July 9, 2014, in conjunction with "Financial services, namely, money lending, loan financing, real estate lending, financial consulting, investment of funds for others, factoring agencies, commercial lending services", of which such application has been suspended pending the prior application filed by RCF for the RCF Mark. Specifically, and unlike RCF, RF's goods and services are that of being engaged in offering loans consisting of traditional money lending, of which such loan is required to be paid back with accrued interest,

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and without RF receiving in exchange the purchase and/or transfer of rights to collect on the business clients' accounts receivables. RF only receives collateral security interests from its borrowers and not immediate ownership of the borrowers' accounts receivables ("RF's Business Model").

3. RF, owner of the RF Mark, has initiated an Opposition Proceeding against RCF and the RCF Mark in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board under Opposition Number 91216932 (hereinafter the "Opposition Proceeding").

4. By way of this Agreement, RCF and RF agree that no consumer confusion would or will result from the Parties' use of their respective Marks in commerce because the RCF Mark is sufficiently different in sound and appearance from the RF Mark. RF consents to the use of and the United States Patent and Trademark Office registration of the RCF Mark and the commercial use of the RCF Mark by RCF, and likewise, RCF consents to the United States Patent and Trademark Office registration of the RF Mark and the commercial use of the RF Mark by RF.

REGISTRATION AND USE OF MARKS

5. RCF agrees and consents to the simultaneous use and registration of the RF Mark without any restrictions on the use of the RF Mark, other than those restrictions set forth herein.

6. RF agrees and consents to the simultaneous use and registration of the RCF Mark without any restrictions on the use of the RCF Mark, other than those restrictions set forth herein.

7. The Parties agree that the distinction between the RCF Mark and the RF Mark in appearance, sound, commercial impression, and goods and services associated with the respective Marks will prevent confusion, and consequently consumers will be capable of identifying the source of the respective services associated with each of the Parties' respective Marks.

8. RF agrees that to withdraw and dismiss its Opposition Proceeding, with prejudice, within five (5) business days from the date this Consent Agreement is approved and accepted by the United States Patent and Trademark Office, and allow the RCF Mark, RAPID CAPITAL FUNDING, to proceed to registration with no further opposition by RF. RCF hereby gives consent for such withdrawal.

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9. Additionally, RCF may continue to use the RCF Mark, RAPID CAPITAL FUNDING, specifically as it relates to the RCF Business Model, however, RCF shall not use any deviations from the RCF Mark, including the term RAPID FUNDING in connection with RCF or the RCF Mark, RAPID CAPITAL FUNDING.

10. RCF agrees that it will not challenge the use of or registration of the RF Mark, RAPID FUNDING, and shall request and allow that the RF Mark proceed to registration, with no opposition by RCF.

11. Additionally, RF may continue to use the RF Mark, RAPID FUNDING, specifically as it relates to the RF Business Model , however, RF shall not use any deviations from the RF Mark, including the term CAPITAL in the RF Mark, RAPID FUNDING.

12. RCF shall not use a design or color scheme in or for the RCF Mark, RAPID CAPITAL FUNDING, that is confusingly similar to the RF Mark, as shown in the attached Exhibit A.

13. RF shall not change its current design or color scheme for the RF Mark, RAPID FUNDING, to that which is confusingly similar to the RCF Mark, as shown in the attached Exhibit B.

14. The Parties further agree and consent not to take any action adverse to the other Party's Mark.

15. If future conditions or developments arise that could possibly lead to a likelihood of confusion between the Parties' respective Marks, the Parties agree to cooperate and to consult with each other, in good faith, to ensure that no likelihood of confusion shall occur between the Parties' respective Marks as they are used in commerce.

16. If either Party believes the other Party is in violation of this Agreement, the Party that believes a violation has occurred shall notify the other Party of the alleged violation and the other Party shall have sixty (60) days in which to cure the alleged violation. If the alleged violation is not cured within that period, the Party which believes a violation has occurred may then, and only then, pursue any and all available remedies under the law.

17. Each of RF and RCF hereby agrees to and does hereby release and forever discharge the other and their respective affiliates, officers, directors, agents, attorneys, representatives, employees, partners, subsidiaries, privies, successors and assigns of and from any and all obligations, claims, demands, covenants, contracts, promises, agreements, liabilities,

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costs, and causes of action of every kind and nature, in law, equity, or otherwise, whether known or unknown, suspected and unsuspected, disclosed and undisclosed, that have been raised or may have been raised, arising out of or in any way related to the use of their respective Marks, prior to the Effective Date of this Agreement.

18. The Parties agree to cooperate with each other and take any further reasonable action necessary to implement this Agreement.

MISCELLANEOUS

19. Compromise. The Parties recognize and agree that this Agreement is being made purely on a compromise basis in order to avoid additional litigation and expense and that by entering into this Agreement, no Party makes an admission of liability to the allegations against it.

20. Relationship of the Parties. Nothing in this Agreement is intended to nor shall it create any partnership, joint venture or other relationship of any type between the Parties, including but not limited to, principal and agent, employer and employee, franchiser and franchisee, partners, affiliates, co-owners or otherwise as participants in a joint undertaking.

21. Severability. This Agreement has been fairly and fully negotiated between the Parties and should be considered as having been drafted jointly by the Parties hereto and shall be interpreted and performed as if so drafted without construction in favor of or against any Party. All of the provisions of this Agreement are intended to be distinct and severable. In the event that all or any portion of one or more provisions of this Agreement are held by any court to be invalid or unenforceable as between the parties hereto, such judgment shall not affect the remainder of this Agreement and such remainder shall remain binding and in full force and effect.

22. Successors; Assignment. This Agreement shall inure to the benefit of and shall be binding upon each Party hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party.

23. Notices. All legal notices, approvals, requests, instructions, consents and other legal communications given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same-day courier, or by email, telegraph, telex or facsimile transmission, (ii) on the next business day if delivered by overnight mail or courier, (iii) on the date indicated by return receipt, or if there is no such receipt, on the 5th

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business day after delivery by certified or registered mail, postage prepaid, to the party for whom it is intended at the following addresses:

Rapid Capital Funding, LLC
11900 Biscayne Blvd, Suite 201
Miami, Florida 33181
(305) 424-2000
craig@rapidcapitalfunding.com

Rapid Funding, LLC
c/o Miller Frishman Group
4100 E. Mississippi Ave., Ste. 700
Denver, Colorado 80246
(303) 721-1000
amiller@millerfrishman.com

With a copy to:
William D. Weyrowski, P.A.
PO Box 545885
Surfside, Fl 33154
Tel: 786.457.3123
E: William@WeyrowskiLaw.com

With a copy to:
Jill M. Jacobs, Esq.
Hatch Ray Olsen Sandberg LLC
730 17th Street, Ste. 200
Denver, Colorado 80202
(303) 298-1800
jjacobs@hatchlawyers.com

24. Equitable Remedies. The Parties understand and agree that each Party will suffer harm if the other Party fails to comply with any of the obligations under this Agreement, and monetary damages will be inadequate to compensate a Party for such breach. Accordingly, the Parties agree that each Party shall, in addition to any other remedies available at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement, without the necessity of posting a bond or undertaking.

25. Enforcement. In the event either Party shall commence any action or proceeding against the other Party for a breach or claimed breach of this Agreement, or to seek a judicial declaration of rights under this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs incurred in enforcing any judgment awarded to the prevailing Party.

26. Paragraph Headings. The paragraph and other headings contained in this Agreement are for the purposes of reference only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

27. No Waiver. The failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect that Party's right to enforce such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

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28. Survival. Except as otherwise expressly provided herein, the termination of this Agreement shall not affect the enforceability of the representations and warranties hereof or of any of the exhibits hereto, all of which shall survive any such termination or expiration in accordance with their respective terms.

29. Amendments. This Agreement may be modified or amended only in writing, signed by both of the Parties.

30. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or PDF email, and each of which shall be deemed an original, and all of which, when together, shall constitute one and the same enforceable instrument.

31. Force Majeure. In the event of a "Force Majeure" event which prevents the performance of any Party's obligations hereunder, neither of the Parties to the Agreement shall be in breach of the Agreement. A "Force majeure" event shall include, but not be limited to, strikes, boycotts, war, acts of God, terrorism, riots, acts of government, delays of commercial carriers, contract disputes, or restraints of public authority, or other occurrence beyond the control of all parties to the Agreement.

32. Entire Agreement. Except for any agreement that may concern execution and delivery of this Agreement, this Agreement, including all exhibits and/or attachments, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous agreements, negotiations, understandings and representations, oral or written, by and between the Parties hereto regarding such matter.

33. ADVICE OF COUNSEL. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

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IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed and delivered, as of the Effective Date, by their duly authorized officers or agents, as set forth below.

BY: RAPID CAPITAL FUNDING, LLC, a Florida limited liability company	BY: RAPID FUNDING LLC, a Colorado limited liability company
By: Craig Hecker Its: CEO	By: Andrew S. Miller Its: Manager

EXHIBIT A

Rapid Funding

EXHIBIT B