

# **EXHIBIT 28**

## ASSIGNMENT OF CLAIM

THIS ASSIGNMENT OF CLAIM (this "Assignment") is entered into effective as of \_\_\_\_\_, 2016 by and between the undersigned Assignor and Detroit Memorial Partners, LLC, a limited liability company of the State of Delaware (hereinafter referred to as "Assignee" or "DMP"), through Jason S. Alloy (the "Receiver"), in his capacity as the Court-appointed Receiver for DMP.

### W I T N E S S E T H:

WHEREAS, the Receiver was appointed to be the Receiver for DMP on November 22, 2013 by order of the United States District Court for the Northern District of Georgia in a civil action filed by the Securities and Exchange Commission, styled *SEC v. DMP et al.*, No. 1:13-cv-1817-WSD (the "SEC Action");

WHEREAS, the Receiver is required to facilitate the orderly payment of meritorious claims against DMP;

WHEREAS, Assignor has submitted a claim to the Receiver for payment based on two investments: (1) a \$150,000 investment in Memphis Memorial Partners, LLC on a purported "8% Secured Promissory Note" that was allegedly "real estate/asset backed" with a maturity date of Sept. 25, 2013; and (2) an \$85,000 promissory note dated August 8, 2012 from Ms. Brownstone, as holder, to Mark Morrow, as maker, payable in a lump sum of \$100,000 on October 8, 2012 (together referenced herein as the "Subject Investment")

WHEREAS Assignor submitted to Assignee with her claim form a judgment against Morrow for \$102,040.64 from the Clerk of the Circuit Court of Cook County, Illinois in the civil action Brownstone v. Morrow, Case No. 2013 L50549 (the "Morrow Judgment")

WHEREAS, in order to avoid duplicative payments to the Assignor, the Assignee has conditioned the payment of the Assignor's claim in the SEC Action on an assignment to the Receiver of (1) the Morrow Judgment; and (2) all of the Assignor's claims based on the DMP Investment; against the following persons or parties based on unlawful, intentional, and/or negligent actions done in connection with the Subject Investment (the "Third Party Claims"): Mark Morrow; Memphis Memorial Partners, LLC; TD Ameritrade, Inc.; TD Ameritrade Clearing, Inc.; TD Ameritrade Holding Corp. f/k/a Ameritrade Holding Corp.; Charles Schwab & Co., Inc. (the "Third Party Defendants");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers, conveys and assigns to Assignee (a) the Morrow Judgment; and (b) any monies or other consideration, in their entirety, recovered from the Third Party Claims. Assignor agrees, and hereby authorizes, any person or entity (including

Assignor's counsel) who receives such monies intended for Assignor to pay such monies directly to Assignee.

2. Assignor Notification Requirements. Assignor shall provide this Assignment to any person or entity who may receive monies recovered from Third Party Claims on behalf of Assignor, including but not limited to Assignor's counsel. Assignor shall also notify Receiver at [jalloj@robbinsfirm.com](mailto:jalloj@robbinsfirm.com) within 10 days of receipt of monies recovered from Third Party Claims intended for Assignor, regardless of who has custody of such money.

3. Assignor's Representations and Warranties. Assignor hereby represents, warrants, and agrees to and with Assignee that: (a) Assignor is the lawful owner of the Morrow Judgment and the Third Party Claims; (b) Assignor has valid and legal title to the Morrow Judgment and the Third Party Claims and the right to sell, convey, transfer, assign and deliver the Morrow Judgment and the Third Party Claims unto Assignee; (c) as of the date hereof, Assignor is hereby conveying, transferring, assigning and delivering the Morrow Judgment and the Third Party Claims unto Assignee free and clear of any and all liens, claims and encumbrances of any nature whatsoever; and (d) Assignor shall warrant and defend unto Assignee good and marketable title to the Morrow Judgment and the Third Party Claims against the claims of all persons and entities, however described or denominated.

4. No Assignment of Third Party Claims. Assignor hereby represents, warrants, and agrees not to transfer or assign the Morrow Judgment or the Third Party Claims to any other person or entity.

5. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of Georgia. Assignor agrees to jurisdiction in the United States District Court for the Northern District of Georgia and the Superior Court of Fulton County, Georgia for any dispute related to this Assignment.

6. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and permitted assigns of the parties hereto.

7. Claims Reserved. Assignee expressly reserves all claims of every nature against Assignor pertaining to this Assignment and the obligations of Assignor included herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed the day and year first above written.

**SIGNATURES ON FOLLOWING PAGE**

ASSIGNOR:

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Donna Jo Hoffman Brownstone

ASSIGNEE:

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*Detroit Memorial Partners, LLC*

By: Jason S. Alloy  
*Court-Appointed Receiver for Defendant  
Detroit Memorial Partners, LLC*