

08-13-1998

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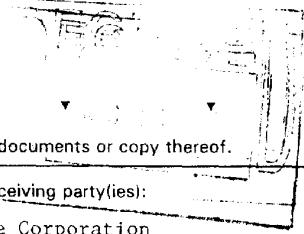
U.S. Department of Commerce  
Patent and Trademark Office

MRD 8-11-98




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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):          First Union National Bank (as successor in Interest to Signet Bank/ Maryland One First Union Center, 5th Floor 301 South College Street Charlotte, NC 28288</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other Federally Chartered, Federally-Insured Commercial Bank</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of receiving party(ies):          Name: MCG Finance Corporation          Internal Address: Suite 800          Street Address: 1100 Wilson Boulevard          City: Arlington State: VA ZIP: 22209  <input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Delaware          Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Assignment of Security Agreement</p> <p>Execution Date: June 24, 1998</p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark registration No.(s)          MORNINGSTAR 1,866,773</p> <p>Additional numbers attached? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Lara A. Holzman, Esq.          Internal Address: Bryan Cave, LLP          Street Address: 245 Park Avenue          City: New York State: NY ZIP: 10167</p>	<p>6. Total number of applications and registrations involved: ..... 1</p> <p>7. Total fee (37 CFR 3.41):.....\$40.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account if enclosed funds are insufficient</p> <p>8. Deposit Account number:          02-4467          (Attach duplicate copy of this page if paying by deposit account)</p>
<p>9. Statement and signature.  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p>Name of Person Signing Lara A. Holzman Signature  Date: Aug. 4, 1998</p> <p>Total number of pages comprising cover sheet: 1</p> <p>TRADEMARK          REF: 17671FRAME: 0771</p>	

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**ASSIGNMENT OF  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY** (as may be amended, supplemented and otherwise modified from time to time, "Assignment") is made and effective as of June 24, 1998, by and between **FIRST UNION NATIONAL BANK** (as successor in interest to Signet Bank and including any additional successor, assignee or transferee thereof, "Assignor") and **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Assignee").

**RECITALS**

**WHEREAS**, Assignor and Morningstar, Inc. ("Grantor") have entered into a certain Collateral Assignment of Intellectual Property dated as of August 19, 1994 (as amended from time to time, "IP Security Agreement"), a copy of which (including the schedules thereto setting forth with particularity the copyrights, trademarks, trademark applications and patents as to which the security interest is being assigned) is attached hereto as Exhibit A; and

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 11, 1998 (as amended from time to time, including as amended to transfer the rights and obligations of the Buyer thereunder from MCG Credit Corporation to Assignee, "Purchase Agreement") pursuant to which Assignee has agreed to purchase certain loans and other assets from Assignor; and

**WHEREAS**, under the terms of the Purchase Agreement, Assignor also has agreed to assign its right, title and interest in and to the IP Security Agreement to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein and made a part hereof as though actually stated herein.
2. **Assignment**. Assignor hereby assigns all of its right, title and interest in and to the IP Security Agreement (and the security interests represented thereby) to Assignee.
3. **Requested Recordation**. Assignee authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Assignment is submitted) to file and record this Assignment (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Assignee's interest in the IP Security Agreement.
4. **Further Assurances**. Assignor hereby agrees to cooperate with Assignee and, from time to time, to execute and deliver such other documents, instruments and assignments and to do all such further acts and things as may be necessary or desirable to assign the IP Security Agreement (or the security interests thereunder) or otherwise to carry out the intent of the parties hereunder.

5. Miscellaneous. This Assignment has been entered into in conjunction with the provisions of the Purchase Agreement. In the event that any provisions of this Assignment are deemed to conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

FIRST UNION NATIONAL BANK  
(Assignor)

By: \_\_\_\_\_

By:         *SMW*          
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

MCG FINANCE CORPORATION  
(Assignee)

By: \_\_\_\_\_

By:         *BJM*          
Bryan J. Mitchell, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ :  
DISTRICT OF COLUMBIA : SS  
COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a Notary Public, on this 23<sup>rd</sup> day of June, 1998, personally appeared Bruce Wadstein, to me known personally, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of First Union National Bank, and that said instrument (i.e., the Assignment) was signed on behalf of said First Union National Bank by authority of its Board of Directors, and the said Bruce Wadstein acknowledged said instrument to be his/her free act and deed.

Barbara M. Backus  
Notary Public

My Commission Expires: \_\_\_\_\_

BARBARA M. BACKUS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires July 14, 2002

ACKNOWLEDGEMENT

STATE OF DISTRICT OF COLUMBIA :  
COUNTY OF \_\_\_\_\_ : SS

Before me, the undersigned, a Notary Public, on this 23<sup>rd</sup> day of June, 1998, personally appeared Bryan J. Mitchell, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Assignment) was signed on behalf of said **MCG FINANCE CORPORATION** by authority of its Board of Directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Barbara M. Backus  
Notary Public

My Commission Expires: \_\_\_\_\_

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BARBARA M. BACKUS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires July 14, 2002