

TRADEMARKS ONLY

08-17-1998

TRADEMARKS ONLY

TO THE CC

AND TRADEMARKS

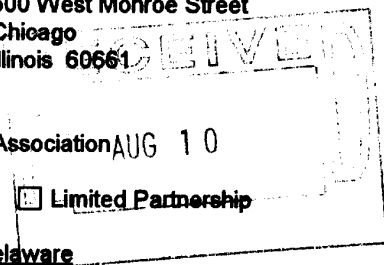


MRD 8-10-98

1. Name of Party(ies) conveying an interest: HELLER INTERNATIONAL CORPORATION Please call or copy thereof. 100794993 and Address of Party(ies) receiving an interest:

HELLER INTERNATIONAL CORPORATION

Name: HELLER FINANCIAL, INC.
Internal Address:
Street Address: 500 West Monroe Street
City: Chicago
State/Zip: Illinois 60661



Entity:
 Individual (s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Entity:
 Individual (s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Citizenship _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Description of the interest conveyed:

Assignment Change of Name
 Security Agreement Merger

If not domiciled in the United States, a domestic representative designation is attached:

Additional name(s) and addresses attached? Yes No

Execution Date: December 31, 1997.

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

Trademark Application No.(s):

Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200

6. Number of applications and registrations involved: 13 Actual Use and 2 Intent to Use

7. The \$390.00 filing fee is enclosed.

Please charge the \$ _____ filing fee to Deposit Account No. 23-1925. (duplicate copy of this page attached)

8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Name of Person Signing Emilia F. Cannella

Emilia F. Cannella

Date 6 August 1998

08/13/1998 DNGUYEN 00000168 7523574 number of pages including cover sheet, attachments, and document: 9

0 FC:481
0 FC:482

40.00 DP
350.00 DP

TRADEMARK

REEL: 1768 FRAME: 0292

RECORDAL OF ASSIGNMENT

4. Application number(s) or registration number(s)

Registration Nos.

Serial Nos.

791,232
1,020,212
1,071,101
1,090,465
1,211,833
1,211,834
1,424,250
1,424,251
1,441,450
1,534,616
2,010,302
2,048,913
2,095,314

75/235,533
75/237,558

ASSIGNMENT

WHEREAS, Heller International Corporation, a Delaware corporation having its principal place of business at 500 West Monroe Street, Chicago, Illinois 60661 (“Assignor”), has adopted, used and is using the trademarks identified in Schedule A (attached hereto), for which Assignor owns the federal Registrations identified in Schedule A (copies of which federal Registrations are attached to Schedule A) on the Principal Register of the United States Patent and Trademark Office for the services identified therein; and

WHEREAS, Assignor owns and has a *bona fide* intent to use the marks identified in Schedule B (attached hereto); and

WHEREAS, Assignor has applied to register the marks identified in Schedule B on the Principal Register of the United States Patent and Trademark Office based on Assignor’s *bona fide* intent to use the marks in commerce in connection with the services identified in Schedule B; and

WHEREAS, Heller Financial, Inc., a Delaware corporation, with a principal place of business at 500 West Monroe Street, Chicago, Illinois 60661 (“Assignee”), desires to acquire the marks identified in Schedule A, the goodwill appurtenant thereto, and the referenced federal Registrations therefor; and

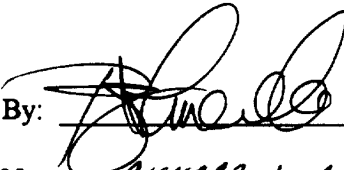
WHEREAS, Assignee desires to acquire and assume the business of Assignor in connection with which Assignor has a *bona fide* intent to use the marks and applications identified in Schedule B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee the marks identified in Schedule A, together with the goodwill associated therewith, the above-described trademark Registrations, and all of Assignor's rights therein, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee the marks and applications therefor identified in Schedule B, together with that portion of Assignor's business in connection with which it has a *bona fide* intent to use the marks, and all of Assignor's rights therein, to Assignee.

Heller International Corporation

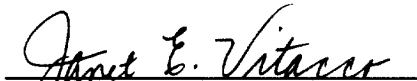
Dated: 12/31/97

By: 

Name: RICHARD J. ALMEIDA

Title: CHAIRMAN

Subscribed and Sworn to before me
this 31st day of DEC., 1997.


Notary Public

My Commission Expires: 3/11/00



SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRANSFERCREDIT	791,232	6/15/65
HELLER	1,020,212	9/9/75
DESIGN	1,071,101	8/9/77
FLEX-LEASE	1,090,465	5/2/78
THE ABACUS GROUP	1,211,833	10/5/82
THE ABACUS GROUP and Design	1,211,834	10/5/82
H and Design	1,424,250	1/6/87
H HELLER FINANCIAL and Design	1,424,251	1/6/87
HELLER FINANCIAL	1,441,450	6/2/87
HELLER REAL ESTATE FINANCIAL SERVICES	1,534,616	4/11/89
TRADEBRIDGE	2,010,302	10/22/96
FINDING A WAY TO SAY YES	2,048,913	4/1/97
HELLER EXPRESS	2,095,314	9/9/97

SCHEDULE B

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>
HELLER COMMERCIAL FUNDING	75/235,533	2/3/97
HELLER TRUE SALE	75/237,558	2/6/97