

MRD 9-4-98

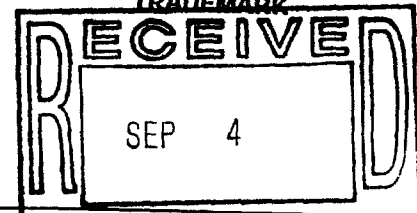
FORM PTO-1618A
Expires 03/30/99
OMB 0651-0027

09-10-1998

U.S. Department of Commerce
Patent and Trademark Office



100825511



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08 13 1998

Conveying Party

Mark if additional names of conveying parties attached

Name Resun Leasing, Incorporated

Execution Date
Month Day Year
08 13 1998

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name BT Commercial Corporation

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2) 300 South Grand Avenue

Address (line 3) Los Angeles

CA

90071

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/09/1998 SSMITH 00000060 2165210

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1785 FRAME: 0007

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2165218"/>	<input type="text" value="2135463"/>	<input type="text" value="2123373"/>
<input type="text" value="2136875"/>	<input type="text" value="2148887"/>	<input type="text" value="2123374"/>
<input type="text" value="2135462"/>	<input type="text" value="2123379"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Laura Lopez

Name of Person Signing



Signature

09/01/98

Date Signed

ASSIGNMENT OF TRADEMARKS
Schedule 1

Trade Name, Trademark, and Service Marks

Resun Leasing, Incorporated has eight United States service marks as set forth below.

<u>Service Mark</u>	<u>Date</u>	<u>Regis. No.</u>
Resun (stylized lettering)	06-16-98	2,165,218
Resun Leasing Incorporated (stylized lettering)	02-17-98	2,136,875
Resun	02-10-98	2,135,462
Resun Leasing Incorporated	02-10-98	2,135,463
Resun	04-07-98	2,148,887
Resun	12-23-97	2,123,379
Resun Leasing Incorporated	12-23-97	2,123,373
Resun Leasing Incorporated	12-23-97	2,123,374

ASSIGNMENT OF TRADEMARKS

WHEREAS, Resun Leasing, Incorporated, a Delaware corporation ("Resun"), the financial institutions and their successors and assigns from time to time party thereto (collectively, the "Lenders"), the Issuing Bank and BT Commercial Corporation, as agent for the Lenders and the Issuing Bank (the "Agent"), having an office at 300 South Grand Avenue, Los Angeles, California, 90071 are entering into that certain Credit Agreement dated as of August 13, 1998 (as the same may be amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"));

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 13, 1998 (as said Agreement may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used and not otherwise defined have the meanings assigned to such terms in the Security Agreement), between Resun ("Grantor") and the Agent (in such capacity, "Grantee"), Grantor has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the Lenders and the Issuing Bank a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations; and

WHEREAS, Grantor owns the trademarks, trademark registrations and trademark applications, and is a party to the trademark licenses, listed for Grantor on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the goodwill and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, those set forth on Schedule 1, and (b) all renewals thereof;

(2) any and all agreements, and licenses, written or oral, providing for the grant by or to Grantor of any right to use any trademark, including, without limitation, those set forth on Schedule 1 and all of the goodwill of the business of Grantor connected with the use of, and symbolized by such agreements and licenses; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license.

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Trademarks to be duly executed as of August 13, 1998.

RESUN LEASING, INCORPORATED

By:  _____

Name: Michael Roman

Title:

ACKNOWLEDGMENT

State of Virginia
County of Loudoun

On 8/13/98, before me, Anita Wine, Notary Public, personally appeared Michael I. Roman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Anita L. Wine (Seal)

My Commission Expires 3/31/99