

07-10-2000

U.S. Department of Commerce  
Patent and Trademark Office

RE



101399380

6.12.00

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

1. Name of conveying party(ies):  
UCC LENDING CORP.

     Individual(s)                           Association  
     General Partnership                   Limited Partnership  
  X   Corporation-State Delaware  
     Other \_\_\_\_\_

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

Re

2. Name and Address of receiving party(ies)

Name: UNIVERSAL CREDIT TRUST 1999-B

Address: 130 Avenue of the Americas  
39th Floor  
New York, New York 10019

RECEIVED  
NOV 23 2 39

3. Nature of conveyance:

  X   Assignment                                           Merger  
     Security Agreement                           Change of Name  
     Other \_\_\_\_\_

Execution Date: November 5, 1999

     Individual(s) citizenship  
     Association  
     General Partnership  
     Limited Partnership  
     Corporation-State \_\_\_\_\_  
  X   Other Delaware Trust

If assignee is not domiciled in the United States, a domestic representative designation is attached:      Yes   X   No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?      Yes   X   No

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

A. Trademark Application No.(s) 75/856001  
75/862202

B. Trademark Registration No.(s)

Additional numbers attached?      Yes   X   No

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

Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799

William M. Borchard, Esq.

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

  X   Enclosed  
  X   Any deficiency is authorized to be charged to  
     Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

William M. Borchard                      William M. Borchard                      June 7, 2000  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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02 FC:482

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TRADEMARK  
REEL: 002098 FRAME: 0030

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (this "Assignment") dated November 5, 1999, is made by UCC LENDING CORP., a Delaware corporation (the "Depositor"), in favor of UNIVERSAL CREDIT TRUST 1999-B (the "Trust").

### RECITALS

The Depositor has entered into the Trust Agreement (as defined below) and, pursuant to the terms and conditions set forth herein, the Depositor desires to assign to the Trust all its right, title and interest in the Conveyed Property (as defined below).

All capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Trust Agreement dated as of November 5, 1999 (the "Trust Agreement"), among the Depositor, Universal Servicing Company, LLC, as Administrator, Harris Trust and Savings Bank, not in its individual capacity but solely as Trustee, Certificate Registrar and Certificate Paying Agent (the "Trustee").

### ARTICLE I

#### ASSIGNMENT OF THE CONVEYED PROPERTY

**1.01 Absolute Assignment.** (a) Subject to and upon the terms and conditions set forth in this Assignment, the Depositor hereby contributes, assigns, delivers, sets over and otherwise conveys to the Trust as of the date hereof, without recourse, all its right, title and interest in, to and under the Loan including (i) the Depositor's rights under the Loan Documents (ii) the Depositor's rights to amounts on deposit in the Secured Account, the Liquidity Reserve Account, the DSCR Account, and the Collateral Reserve Account and (iii) all proceeds of the foregoing, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, (collectively, the "Conveyed Property") against (1) payment of \$24,700,000 and (2) the Excess Distribution Certificates.

(b) In order to effect transfer of the Conveyed Property, the Depositor is concurrently delivering to the Trustee, on behalf of the Trust, the documents set forth in Section 2.5 of the Trust Agreement. The Depositor is also delivering herewith the agreement of each other party to such documents to treat the Trust as if it were named in such documents in the place and stead of the Depositor. The Trust acknowledges receipt of the Conveyed Property. The Depositor acknowledges receipt of the payment referred to above.

**1.02 Security Interest in the Conveyed Property.** Although the parties intend that the assignment of the Conveyed Property pursuant to this Assignment shall constitute an absolute contribution and not a loan, if such assignment is deemed to be a loan, the parties intend that the rights and obligations of the parties to such loan shall be established pursuant to the terms of this Assignment. The parties also intend and agree that the Depositor shall be deemed to have granted to the Trust, and the Depositor does hereby grant to the Trust, a security

interest in the Conveyed Property and that this Assignment shall constitute a security agreement under applicable law.

**1.03 Covenants of the Depositor.** The Depositor will take no action inconsistent with the Trust's ownership of the Conveyed Property.

**1.04 Governing Law.** The Assignment shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

**1.05 Limitation of Trustee Liability.** It is expressly understood and agreed by the parties that (a) this Agreement is executed and delivered by Harris Trust and Savings Bank not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it pursuant to the Trust Agreement, (b) nothing herein contained shall be construed as creating any liability on Harris Trust and Savings Bank, individually or personally, to perform any covenant, either expressed or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (c) under no circumstances shall Harris Trust and Savings Bank be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement or any other related documents.


**1.06 Counterparts.** This Assignment may be executed in one or more counterparts which together shall constitute one agreement.

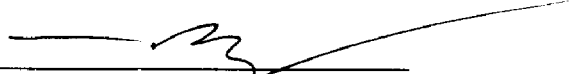
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

UNIVERSAL CREDIT TRUST 1999-B

By: UCC LENDING CORP.

By: HARRIS TRUST AND SAVINGS BANK,  
not in its individual capacity but solely, as  
Trustee

By:   
Name: Robert W. D'Loren  
Title: President

By:   
Name: ROBERT D. FOLTZ  
Title: VICE PRESIDENT