

10-19-2000



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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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

(404) 572-6600

Name

Elizabeth Ann Morgan, Esq.

Address (line 1)

Powell, Goldstein, Frazer & Murphy LLP

Address (line 2)

191 Peachtree Street, N.E., Suite 1600

Address (line 3)

Atlanta, Georgia 30303

Address (line 4)

Pages

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

#

4

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)

1991438		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

501429

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.

Elizabeth Ann Morgan, Esq.

Name of Person Signing

Signature

October 4, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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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" value="1991438"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Elizabeth Ann Morgan, Esq.  July 6, 2000

Name of Person Signing Signature Date Signed

AGREEMENT TO ASSIGN SERVICE MARK AND DOMAIN NAME

THIS AGREEMENT TO ASSIGN SERVICE MARK AND DOMAIN NAME ("Agreement") is made this 22nd day of June, 2000 ("Effective Date"), by and between Preferred Capital Group, LLC, a limited liability company organized and existing under the laws of the State of Maryland ("PCG") and Streamline Finance LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Streamline");

WHEREAS, PCG is currently the owner of U.S. Service Mark Registration No. 1,991,438 "CAPITAL SOURCES and Design" for mortgage lending in Class 36, as well as the appurtenant statutory and common law rights, including rights to the terms CAPITAL SOURCES, and the associated goodwill;

WHEREAS, PCG is currently the owner of the URL and domain name capitalsources.com (IP 207.69.204.244) as registered with Network Solutions; and

WHEREAS, PCG desires to transfer all of its rights in the domain name and the service mark, CAPITAL SOURCES and Design, along with all goodwill associated therewith, to Streamline and to cease use of the domain name and service mark or any variations thereof, according to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and undertakings below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignment. Contemporaneous with the execution and delivery of this Agreement, PCG shall date, execute, have duly notarized and deliver to Streamline the assignment set forth as Exhibit A hereto ("Assignment Instrument"). This action shall irrevocably and unconditionally assign to Streamline all of PCG's rights in the service mark, CAPITAL SOURCES and Design, as embodied in Registration No. 1,991,438 with all appurtenant statutory and common law rights, including rights to the terms CAPITAL SOURCES (hereafter collectively the "Mark") and the associated goodwill, as well as any other trademark registrations and trademark applications PCG has filed in any jurisdiction for any variant of the Mark. PCG shall identify all other such registrations and applications and turn over evidence of them as part of this Agreement.

2. Domain Name Transfer. PCG hereby irrevocably assigns and transfers to Streamline the complete ownership of the "capitalsources.com" domain name, (IP 207.69.204.244), also known as a Universal Resource Locator or URL (hereafter the "URL"). PCG shall promptly discontinue all use of the URL. Within five (5) days after the Effective Date, PCG shall take any and all actions required to effectuate and record such transfer in the records of Network Solutions or other domain name registry recognized as having authority to grant exclusive rights to use particular domain names, so that Streamline becomes recognized by such registry as the exclusive owner of the URL. In any event, PCG shall promptly execute and file any forms required by Network Solutions or such other pertinent domain name registry to

ensure the full transfer of the exclusive right to the URL to Streamline, and shall fully cooperate with Streamline as it requests to ensure the full effectiveness of such transfer.

3. No Further Assertions, Etc. PCG is hereby surrendering to Streamline all rights in the URL and in the Mark and any other registrations or applications to register the Mark and shall not resume any use of the Mark or the URL, or use any variation of either after discontinuing such use hereunder. PCG shall, within a reasonable period of time following the Effective Date (not to exceed thirty (30) days) terminate all its usage of the Mark with any of its businesses or the businesses of its affiliates. PCG shall not file any further federal, state or foreign trademark or service mark applications for or with respect to the Mark after the Effective Date hereof, having hereby transferred all rights to Streamline. PCG shall not assert any trademark or service mark rights or other rights against Streamline for or with respect to the Mark or the URL and hereby releases and discharges Streamline, its officers, directors, employees, agents and affiliates from any claims arising out of its or their use of the Mark or the URL from the beginning of time through the Effective Date. PCG shall not oppose or object to Streamline's registration of the URL or the Mark, or any similar mark, in any jurisdiction. Streamline assumes all obligations for fees payable and filings required after the Effective Date to maintain the Mark and the URL, subject to the obligations of PCG to cooperate upon request as provided herein.

4. Payment. In consideration for the full and complete transfer of rights by PCG as contemplated hereby, Streamline will pay to PCG the sum of twenty-two thousand and ten Dollars (US \$22,010) upon receipt of the executed Assignment Instrument pursuant to Section 1. Payment to PCG will be made by wire transfer to the following account:

Edward J. Hiller Trust Account
ABA No. 055003201
Account No. 2044002434599
First Union National Bank

5. Title Warranty, Indemnification. PCG represents and warrants that it owns all right, title and interest in and to the Mark and to the URL and that no party other than PCG enjoys any form of legal right, license or privilege under or pursuant to the Mark or the URL. PCG further represents and warrants that it has not taken, and shall not at any time in the future take, any steps to convey, assign, license or otherwise transfer any rights or privileges in or under the Mark, with its associated goodwill, or the URL to any third party. PCG represents the Mark has been in continuous use in interstate commerce at all times since the claimed date of first use and that the Mark is not subject to cancellation or abandonment for any reason. PCG will defend, indemnify and hold Streamline, its officers, directors, employees, agents and affiliates, harmless from and against any claims of third parties based on the breach of the warranties in this paragraph. Moreover, PCG will defend, indemnify and hold Streamline, its officers, directors, employees, agents and affiliates, harmless from and against any claims of third parties based on rights claimed against the Mark. The provisions of this Section 5 will survive the execution and performance of this Agreement.

6. **Further Assurances.** PCG shall execute any further documents reasonably required by Streamline to effect, record and perfect its rights hereunder and shall otherwise reasonably cooperate with Streamline to facilitate the transfer and recognition of rights and goodwill contemplated hereby, including the participation, without further compensation but without cost, of its principals to assist Streamline in any future litigation or legal proceeding to defend the validity of the assignment and transfer.

7. **General.** This Agreement is the final and complete agreement between the parties regarding the subject matter hereof, and any and all previous discussions, writings and negotiations are merged herein. This Agreement is governed by the substantive laws of the State of Delaware and shall be treated as executed and performed therein. PCG shall not assign its rights or benefits hereunder to any other party. This Agreement shall inure to the benefit of the parties and their successors, affiliates and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement as of the date first written above.

Preferred Capital Group, LLC

By: [Signature] (SEAL)

Name: Steven J. Damba

Title: General Partner

Streamline Finance LLC

By: [Signature] (SEAL)

Name: Joseph A. Kenny Jr

Title: Investment Officer

::ODMA\PCDOCS\ATL\396853\2

Assignment Instrument

ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT OF SERVICE MARK (this "Assignment") is executed and delivered as of the 22nd day of June, 2000 (the "Assignment Date"), by Preferred Capital Group, LLC, a Maryland limited liability company "PCG") to Streamline Finance LLC, a Delaware limited liability company ("Streamline").

WHEREAS, PCG wishes to transfer and assign all of its right, title and interest in and to the "CAPITAL SOURCES and Design" Service Mark, Registration No. 1,991,438, its appurtenant statutory and common law rights, and all associated goodwill to Streamline, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

WHEREAS, PCG wishes to transfer and assign all of its right, title and interest in and to the domain name "capitalsources.com" to Streamline, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PCG hereby irrevocably sells, assigns and transfers to Streamline, and Streamline hereby accepts, PCG's full and entire worldwide right, title and interest in and to:

(i) The "CAPITAL SOURCES and Design" Service Mark, U.S. Trademark Registration No. 1,991,438, the appurtenant statutory and common law rights, and all associated goodwill, (as well as any other trademark registrations and trademark applications PCG has filed containing the terms CAPITAL SOURCES in the United States and in any foreign countries), along with any priorities, rights or registrations resulting therefrom) (collectively, the "Mark");

(ii) The complete ownership of the "capitalsources.com" domain name, (IP 207.69.204.244), also known as a Universal Resource Locator or URL (hereafter the "URL") as registered with Network Solutions; and

(iii) Any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark or the URL and to which PCG is or would have been entitled had the Assignment not been made.

The Mark, the URL and the associated goodwill is to be held and enjoyed by Streamline for the exclusive use and benefit of Streamline and Streamline's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by PCG had this Assignment not been made.

IN WITNESS WHEREOF, PCG has caused this Assignment to be executed, sealed and delivered, and Streamline has accepted the assignment of the Mark, the URL and the associated goodwill, as of the Assignment Date.

Preferred Capital Group, LLC

By: [Signature] (SEAL)
Name: Steven J. Demko
Title: General Partner

Sworn to and subscribed
before me this 21st day of
June, 2000.

[Signature]

Notary Public

My Commission Expires:

**EDWARD HILLER
NOTARY PUBLIC
STATE OF MARYLAND
My Commission Expires February 1, 2004**

Exact Date of Execution by
Notary Public:

6-21-00
[AFFIX NOTARIAL SEAL]