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OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Conseco Finance Corp.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: June 1, 2003

2. Name and address of receiving party(ies):
Name: GE Capital Consumer Card Co.

Internal _____
Address: _____

Street Address: 5300 Kings Island Drive

City: Manson State: Ohio Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Ohio
 Other _____

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

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

A. Trademark Application No.(s) 76/168097, 76/395831
76/173657, 76/173398, 76/351176, 76/299731

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2333409, 2333412

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

Name: Charan Sandhu, Esq.

Internal Address: Well, Gotshai & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800
Charan Fee

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

September 23, 2003
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 1, 2003 ("Effective Date") by and between Conesco Finance Corp., a Delaware corporation, with its principal office at 345 St. Peter Street, Landmark Towers, Saint Paul, Minnesota 55102 ("Assignor"), and GE Capital Consumer Card Co., a federal savings bank, with its principal office at 5300 Kings Island Drive, Manson, Ohio ("Assignee").

WHEREAS, Assignor, certain of its subsidiaries and General Electric Capital Corporation, the parent of the Assignee ("GECC"), are parties to that certain Asset Purchase Agreement dated as of March 14, 2003 (as amended, restated or otherwise modified from time to time, the "Agreement");

WHEREAS, GECC has assigned its rights under the Agreement to purchase the Marks (as defined below) to Assignee;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto and the unregistered trademarks set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is purchasing portions of the Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, whether statutory or common law rights, together with the goodwill connected with and symbolized by the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, the end of the term or terms for which the Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Assignor covenants that, upon the request of Assignee or its successors and assigns, Assignor shall cooperate fully in, and promptly execute all documents, papers, forms and

authorizations and to do such other acts as may be reasonably necessary and proper for, transferring and delivering to Assignee all right, title and interest in and to the Marks together with the goodwill connected with and symbolized by the Marks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CONSECO FINANCE CORP.

GE CAPITAL CONSUMER CARD CO.

Keith Anderson

Glenn Marino

Name: Keith Anderson

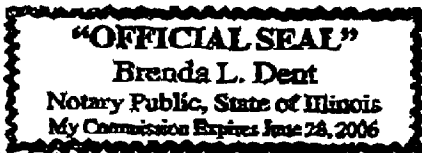
Name: Glenn Marino

Title: Senior Vice President

Title: Attorney-in-Fact

STATE OF)
) SS.
COUNTY OF)

On this 27th day of June, 2003, there appeared before me Keith Anderson personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Conseco Finance Corp.



Brenda L. Dent
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 27th day of June, 2003, there appeared before me Glenn Marino, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of GE Capital Consumer Card Co.

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

Kevin T. Keenan
Notary Public

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number & Date
FUNANCING	2333409 21-Mar-00
MAKING EXCITEMENT AFFORDABLE	2333412 21-Mar-00

SCHEDULE B
U.S. TRADEMARK APPLICATIONS

Trademark	Application Number & Filing Date
CLIMATE SELECT	76/168097 20-Nov-00
CUSTOMER CARE CARD	76/395831 15-Apr-02
CUTTING EDGE	76/173657 30-Nov-00
CUTTING EDGE PRO	76/173398 30-Nov-00
PROFIT FROM OUR EXPERIENCE	76/351176 18-Dec-01
AUTOPAY ADVANTAGE	76/299731 15-Aug-01

TOTAL P.09

SCHEDULE C

UNREGISTERED TRADEMARKS

**AGRICREDIT
AQUA CANADA
AQUAVANTAGE**