


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\leftrightarrow \leftrightarrow \leftrightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  GOLDTREE INVESTMENTS, INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>GOLDENTREE ASSET MANAGEMENT LP</u> Internal Address: _____  Street Address: <u>300 Park Avenue</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of certain rights</u>  Execution Date: <u>April 11, 2003</u>	4. Application number(s) or registration number(s):  A. Trademark Application No.(s) _____  B. Trademark Registration No.(s) <u>2,774,479</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Scott Kareff</u>  Internal Address: <u>19th Floor</u>  _____  Street Address: <u>919 3rd Ave.</u>  _____  City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">1</span>  7. Total fee (37 CFR 3.41).....\$ <u>40.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <u>500675 - Schulte Roth &amp; Zabel</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Scott Kareff</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>November 19, 2003</u>            Date         </div> </div> <div style="text-align: center; margin-top: 5px;">           Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">6</span> </div>		

CH \$40.00 500675 2774479

**EXHIBIT C****FORM OF GOLDTREE INVESTMENTS ASSIGNMENT****SERVICE MARK ASSIGNMENT**

WHEREAS GOLDTREE INVESTMENTS, INC., a corporation duly organized and existing under the laws of the State of Maryland ("Assignor"), owns all right, title and interest in and to the service mark GOLDTREE, and U.S. Application No. 76/218,926 therefor, and all common law rights to such mark and all of the goodwill of the business symbolized thereby and associated therewith (all collectively, the "Service Mark");

WHEREAS GOLDENTREE ASSET MANAGEMENT LP, a Delaware limited partnership ("Assignee"), wishes to acquire all of Assignor's right, title and interest in and to the Service Mark as such pertains to the Transferred Services together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Service Mark for use with the Transferred Services pertains, and Assignor wishes to assign same to Assignee;

WHEREAS Assignor and Assignee are parties to that certain Trademark Settlement Agreement effective as of April 11, 2003, which provides, among other things, for the acquisition by Assignee of all of Assignor's right, title and interest in and to the Service Mark as such pertains to the Transferred Services; and

WHEREAS, Assignor and Assignee have agreed that the following definitions shall apply herein:

"Real Estate Investment Services" will mean investment in commercial and residential real estate and real property.

"Real Estate Management Services" will mean leasing of apartments, real estate and real property; real estate and apartment house management; and leasing of furnishings for residential properties.

"Retained Services" will mean Real Estate Investment Services, Real Estate Management Services and Venture Capital Investment Services.

"Transferred Services" will mean all financial (Class 36) services except the Retained Services. For the avoidance of doubt, the parties agree that the Transferred Services shall include, without limitation, investment advisory services, investment management services and asset management services.

**"Venture Capital Investment Services" will mean direct investment with management participation in early "start-up" (venture capital) stage technology or information technology companies.**

**[Remainder of this page intentionally left blank]**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Service Mark as such pertains to the Transferred Services, including common law rights, together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Service Mark for use with the Transferred Services pertains, and the right to sue and recover for all past, present and future infringements and other violations of the Service Mark for use with the Transferred Services, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Service Mark as such pertains to the Transferred Services in Assignee, its successors, assigns, or other legal representatives.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Service Mark Assignment as an instrument under seal as of this 17 day of ~~March~~ July 2003.

ASSIGNOR: GOLDTREE INVESTMENTS, INC.

*Gary M Nath*  
Name: *Gary M Nath*  
Title: *President*

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF *District of Columbia* SS.:

COUNTY OF \_\_\_\_\_

On this 17 day of July 2003 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*L D White*  
[NOTARY SEAL]

**Lillie D. White**  
Notary Public, District of Columbia  
My Commission Expires Jan. 1, 2005

ASSIGNEE: GOLDENTREE ASSET MANAGEMENT LP

*Ray L*

Name: *Raymond Fernandez*

Title: *Chief Financial Officer*

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF *New York*

SS.:

COUNTY OF *New York*

On this *5* day of *August* 200*3* before me, the undersigned, personally appeared *Raymond Fernandez*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Eric A. Basso*

[NOTARY SEAL]

Eric A. Basso  
Notary Public, State of New York  
No. 018A5085927  
Qualified in *Putnam*  
Commission Expires *9-29-05*

# SCHULTE **SRZ** ZABEL LLP

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**F A C S I M I L E**  
**PLEASE DISTRIBUTE TO ALL LISTED PERSONS**

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To	Company	Fax No.	Confirmation No.
Assignment Division	U.S. Patent and Trademark Office	(703) 306-5995	(703) 308-9723

<b>FROM:</b> Stanley Seuradge	<b>DATE:</b> 11/19/03
<b>DIRECT DIAL:</b> (212) 610-7495	<b>Number of Pages:</b> 7
<b>Number of Cover Sheets:</b> 1	(Including Fax Cover Page)
<b>FILE NO.:</b>	

Dear Sir/Madam:

Attached please find an assignment to be recorded at the USPTO. Should you have any questions, please call me at (212) 610-7495. Thank you.

Sincerely,

Stanley Seuradge  
Legal Assistant

THE INFORMATION CONTAINED IN THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

*For incomplete transmission please call (212) 756-2000 ext.6076*