TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Financial Technologies International Inc.	Financial Technologies International L.P.	04/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MCG Capital Corporation		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2116599	REAL
Registration Number:	2118230	REAL
Registration Number:	2789052	STREETBOOKS
Registration Number:	2818170	STREETREFERENCE
Serial Number:	76433708	STREETACTIONS
Serial Number:	76433789	STREETDIRECTOR
Serial Number:	76433706	STREETMODEL

CORRESPONDENCE DATA

Fax Number: (212)859-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: carrie.kingsley@friedfrank.com

Correspondent Name: Carrie B. Kingsley One New York Plaza Address Line 1:

New York, NEW YORK 10036 Address Line 4:

TRADEMARK

REEL: 002854 FRAME: 0360

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l.		
ATTORNEY DOCKET NUMBER:	97060-28	
NAME OF SUBMITTER:	Carrie B. Kingsley	
Total Attachments: 4 source=MCG-FTI trademark assignment of security interest_Page_1#page1.tif source=MCG-FTI trademark assignment of security interest_Page_2#page1.tif		
source=MCG-FTI trademark assignment of security interest_Page_3#page1.tif source=MCG-FTI trademark assignment of security interest_Page_4#page1.tif		

TRADEMARK REEL: 002854 FRAME: 0361

Assignment of Security Interest in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Financial Technologies International Inc., a Delaware corporation and successor by merger to Financial Technologies International L.P. (the "Assignor"), having its chief executive office at 22 Cortlandt Street, New York, NY 10007 (and with a former address located at Wood Avenue South, 6th Floor, Iselin, NJ 08830), hereby grants to MCG Capital Corporation, a Delaware corporation, as successor in interest to MCG Finance Corporation (formerly known as MCG Finance I, LLC), a Delaware corporation, which was in turn successor in interest to First Union National Bank, the successor by merger to Signet Bank, as Collateral Agent (the "Assignee"), with offices at 1100 Wilson Boulevard, Suite 3000, Arlington, VA 22209, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each United States and foreign Patent and Patent application, including each Patent and Patent application referred to on <u>Schedule A</u> hereto;
- (b) each Patent License, including each Patent License listed on Schedule A hereto;
- each United States and foreign Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration and Trademark application referred to in Schedule B hereto, but excluding in all cases all intent-to-use United States Trademark applications listed in Schedule B for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office until such amendment to allege use or statement of use has been filed, deemed in conformance, and accepted;
- (d) each Trademark License, whether registered or not, including each Trademark License referred to in <u>Schedule B</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

TRADEMARK REEL: 002854 FRAME: 0362 THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of December 16, 1994, as amended, modified or supplemented from time to time (the "Security Agreement"). Capitalized terms not defined herein have the meaning as defined in the Security Agreement.

The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the	undersigned have executed this Assignment as of the 20th day
	Financial Technologies International Inc., as Assignor By: Name: Title: PRESIDENT & CEO
	MCG Capital Corporation, as Collateral Agent, as Assigned By: Name: SAMUEL G. RUBENSTEIN Title: GENERAL COUNSEL AND EXECUTIVE VICE PRESIDENT
STATE OF <u>NEW YORK</u> COUNTY OF NEW YORK	
International Inc., a Delaware	acknowledged before me this 20th day of 100 by as the least a CEO of Financial Technologies corporation and successor by merger to Financial Technologies Financial Technologies International, Inc.
My commission expires: Notarial Seal	THOMAS G. SEAMAN Notary Public, State of New York No. 01SE484020S Qualified in New York County mmission Expires March 30, 2005
	Notary Public

Schedule B to Patent and Trademark Assignment

TRADEMARKS

	No. Count	Ty Issue Date	Mark
2,116,599	US	November 25, 1997	REAL and Design
2,118,230	US	December 2, 1997	REAL and Design
2,789,052	US	December 2, 2003	STREETBOOKS
2,789,052	US .	December 2, 2003	STREETBOOKS
2,818,170	US	February 24, 2004	STREETREFERENCE

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

RECORDED: 05/19/2004

INTENT-TO-USE TRADEMARK APPLICATIONS

	Count	ry Elling Date	Mark	
76/433,708	US	July 24, 2002	STREETACTIONS	
76/433,789	US	July 24, 2002	STREETDIRECTOR	
76/433,719	US	July 24, 2002	STREETENTERPRISE	
76/433,706	US	July 24, 2002	STREETMODEL	

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