

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DVI Financial Services, Inc.		07/26/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Third Coast Capital LLC		
Street Address:	9616 S Sandwood Lane		
City:	Oostburg		
State/Country:	WISCONSIN		
Postal Code:	53070		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2386837	THIRD COAST CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner, Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	DVI ASSIGNMENT		
NAME OF SUBMITTER:	Thomas J. Buettner		
Total Attachments: 3			
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OP \$40.00 2386837

ASSIGNMENT

THIS ASSIGNMENT (this "Instrument"), dated as of July 26, 2004, is made and delivered pursuant to Section V.B of that certain Settlement Agreement, dated as of July 1, 2004 (the "Settlement Agreement"), by and among DVI Financial Services ("DVIFS"), DVI, Inc. ("DVI"; and together with DVIFS, the "Transferors"), Miroslav Anic ("Transferee"), Gerald L. Cohn and Anthorny J. Turek. The delivery of this instrument is a condition to the closing of the transactions contemplated by the Settlement Agreement. Capitalized terms not otherwise defined in this Instrument shall have the meanings given to such terms in the Settlement Agreement.

the sole member or third Const Capital LLC
DPO

NOW THEREFORE, for the consideration set forth in the Settlement Agreement, Transferor and Transferee each hereby agree as follows:

1. Assignment and Sale. Transferors do hereby sell, convey, transfer, assign and deliver to Transferee the TCC IP Assets owned by Transferors and identified on Exhibit A attached hereto (the "Transferred Assets") for the consideration specified in the Settlement Agreement.
2. Further Documents and Instruments. Transferors shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as Transferee or its successors and assigns may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Transferee all of Transferors' right, title and interest in the Transferred Assets subject to this Instrument.
3. Successors and Assigns. This Instrument shall be binding upon and inure to the benefit of the parties hereto and their respect successors and assigns.
4. Amendments. No amendment of any provision of this Instrument shall be valid unless the same shall be in writing and signed by each Transferor and Transferee.
5. Severability. If any provision of this Instrument or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
6. Counterparts. This Instrument may be executed in one or more counterparts (including by means of telecopied signature pages) and all such counterparts taken together shall constitute one and the same Instrument.
7. Notices. All notices, requests, demands, claims and other communications hereunder shall be delivered to the parties as provided in the Settlement Agreement.

8. Governing Law. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Illinois applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

IN WITNESS WHEREOF, this Instrument is duly executed and delivered as of the date and year first above written.

DVI FINANCIAL SERVICES, INC.

By: Montgomery W. Cornell
Montgomery W. Cornell
Title: Authorized Signatory

DVI, INC.

By: Montgomery W. Cornell
Montgomery W. Cornell
Title: Chief Restructuring Officer

Accepted and agreed:

~~MIROSLAV ANIC~~ THIRD COAST CAPITAL, LLC
By: Donald J. Detweiler
Name: Donald J. Detweiler
Title: Attorney for
THIRD COAST CAPITAL LLC

Exhibit A – TCC IP Assets

The service mark “Third Coast Capital” as described in Reg. No. 2,386,837.

The domain name and URL: www.thirdcoastcapital.com