

02-11-2004

FORM PTO-1594  
(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

102667132

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

1. Name of conveying party(ies): 2.9.04  
American Business Finance Corporation

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

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

2. Name and address of receiving party(ies):

Name: FCC, LLC  
515 N. Flagler Drive, Suite 700  
West Palm Beach, Florida 33401

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - State of  
 Other - Limited Liability Company of the State of Florida

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: January 28, 2004

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

A. Trademark Application No.(s) B. Trademark registration No.(s)

2,384,273

Additional numbers attached?  Yes  No

2004 FEB -9 PM 1:27  
OPR/FINANCE

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

Name: Edward G. Greive  
Renner, Kenner, Greive, Bobak, Taylor & Weber

Street Address: Fourth Floor, First National Tower

City: Akron State: OH ZIP: 44308-1456

6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . . \$ 40.00

Enclosed  
 Authorized to be charged to deposit account (any fee deficiency)

8. Deposit Account Number:  
18-0987

(Attach duplicate copy of this page if paying by deposit account)

02/10/2004 BYRNE 00000163 2304273  
01 FC:8521 40.00-00

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.

Edward G. Greive Edward G. Greive February 5, 2004  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

**Mail Stop ASSIGNMENT RECORDATION SERVICES**  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

## ASSIGNMENT

THIS ASSIGNMENT of a United States Trademark Registration is made by and between **American Business Finance Corporation**, a corporation organized and existing under the laws of the State of Oklahoma, United States of America, with an office and principal place of business at 3503 NW 63rd Street, Suite 600, Oklahoma City, Oklahoma 73116, hereinafter designated as Assignor, and **FCC, LLC**, a limited liability company of the State of Florida, with an office and principal place of business at 515 N. Flagler Drive, Suite 700, West Palm Beach, Florida 33401, United States of America, hereinafter designated as Assignee.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to U.S. Trademark Registration No. 2,384,273 registered September 5, 2000, hereinafter designated as the Trademark Right; and

WHEREAS, Assignee desires to obtain the entire right, title and interest, both legal and equitable, in and to the said Trademark Right.

NOW, THEREFORE, To All Whom It May Concern, be it known that in consideration of the sum of Ten Dollars (\$10.00), paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the said Assignor has sold, and by these presents does hereby sell, assign, transfer and convey unto the said Assignee, the entire right, title and interest in and to said Trademark Right together with the good will of the business connected with the use of and symbolized by said Trademark Right, as well as all rights of action against third parties for past infringement thereof.

Docket No. FCC.C.US0004/T.3

**TRADEMARK**  
**REEL: 002911 FRAME: 0181**

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the said Trademark Registration, and that it has the right and authority to make this assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed this 28<sup>th</sup> day of January, 2004, *nunc pro tunc* the 29th day of August, 2003.

**American Business Finance Corporation**

By: *J.W. Potter*  
Name: Jeffrey W. Potter  
Title: President

STATE OF Massachusetts )  
 )ss  
COUNTY OF Suffolk )

On this 28<sup>th</sup> day of January, 2004, before me, a Notary Public for the county and state aforesaid, personally appeared Jeffrey W. Potter to me known, who being by me duly sworn, did depose and say that: he/she is the President of Assignor, the corporation described in the foregoing instrument, who acknowledged that he/she did sign the foregoing instrument as the free act and deed of himself/herself personally and as the act of said corporation in his/her capacity as the President of said corporation by authority of its Board of Directors.

*Maureen G. Collins*  
Notary Public

MAUREEN G. COLLINS  
NOTARY PUBLIC  
My commission expires Apr. 18, 2008