

04-26-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

Security Leasing Partners, L.P. 4.22.04

- ☐ 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: April 8, 2004

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue, 12th Fl.

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ 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) _____

B. Trademark Registration No.(s) 2565236, 2638668

2538962(formerly application 75/782,348)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Pierrette Bradshaw, Esq.

Internal Address: _____

Street Address: 4445 Willard Avenue

12th Floor

City: Chevy Chase State: MD Zip: 20815

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren Collins

Name of Person Signing

Signature

April 14, 2004

Date

04/23/2004 DRYNE 00000042 2565236

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

01 FC:8521
02 FC:852240.00 DP
50.00 DPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002954 FRAME: 0213

INTELLECTUAL PROPERTY BILL OF SALE, ASSIGNMENT AND LICENSE

THIS INTELLECTUAL PROPERTY BILL OF SALE, ASSIGNMENT AND LICENSE (this "**Bill of Sale**") is made and entered into as of April 8, 2004, by Security Leasing Partners, L.P. ("**Seller**") in favor of CapitalSource Finance LLC ("**Purchaser**").

PRELIMINARY STATEMENTS

A. Seller, SLP Capital of Canada, Co., CSE Finance, Inc. and Purchaser have entered into that certain Asset Purchase Agreement dated as of April 8, 2004 (the "**Agreement**"), pursuant to which Seller has agreed to sell, assign, transfer and convey to Purchaser all of Seller's rights, title and interest in, to and under certain assets related to Seller's Business in accordance with the terms and provisions of the Agreement.

B. Purchaser and Seller now desire to carry out the intent and purpose of the Agreement by Seller's execution and delivery of this Bill of Sale evidencing the sale, assignment, transfer and conveyance to Purchaser of all of the Proprietary Rights described in Section 1.1(h) of the Agreement and constituting SLP Acquired Assets, except to the extent such Proprietary Rights constitute Excluded Assets (the "**Acquired Rights**").

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein, to enable the commercial exploitation by Purchaser of the Acquired Rights and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's worldwide rights, title and interest in, to and under the Acquired Rights.
2. Evidence of Intellectual Property Rights. Purchaser shall have the right to obtain and hold in its own name all patent, trademark and copyright applications and registrations and other evidences of Acquired Rights.
3. Further Assurances.

(a) At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Acquired Rights, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Acquired Rights and to assist Purchaser in exercising all rights with respect thereto.

(b) Seller hereby constitutes and appoints Purchaser the true and lawful attorney in fact of Seller with full power of substitution, in the name of Seller or Purchaser, but on behalf of and for the sole benefit of Purchaser: (i) to demand and receive from time to time any and all of the Acquired Rights and to make endorsements, grant licenses and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, rights or title of any kind in or to the Acquired Rights; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Acquired Rights; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Purchaser, in its sole discretion, shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

4. Limited License. Purchaser hereby grants to Seller the limited, non-assignable, non-sublicensable, royalty free, right and license to use the names "Security Leasing Partners" and "SLP Capital" and any related tradenames, trademarks, service marks, logos and service names for the limited purpose of complying with its obligations under the Agreement (the "License"). The License shall terminate on the earlier of (i) the date that is forty-five (45) days after the Closing Date and (ii) the date Seller changes its name pursuant to Section 4.9 of the Agreement.

5. No Modification of Agreement. Seller, by its execution of this Bill of Sale, and the Purchaser by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

6. Miscellaneous.

(a) Conflict. In the event that any provision of this Bill of Sale be construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.

(b) Severability. If any term of this Bill of Sale is found to be unlawful or unenforceable in any respect, the courts shall enforce such term, in whole or in part, and all other terms of this Bill of Sale, to the fullest extent possible, and the remainder of the Bill of Sale shall not be affected.

(c) No Third Party Beneficiaries. No person or entity other than the parties and their respective successors and assigns shall have any rights under this Bill of Sale or the provisions contained herein.

(d) Successors and Assigns. This Bill of Sale and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties and their respective successors and assigns; provided, that this provision shall not be construed to permit any assignment prohibited by the Agreement.

(e) Governing Law. THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT

OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(f) Counterparts; Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Bill of Sale by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

“Seller”

SECURITY LEASING PARTNERS, L.P.

By: SLP Capital II, L.L.C.,
Its General Partner

By: Will L. Peay
Name: _____
Its: _____

Accepted and agreed:

“Purchaser”

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Its: _____

[Signature Page to SLP Intellectual Property Bill of Sale, Assignment and License]

TRADEMARK
REEL: 002954 FRAME: 0217

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

“Seller”

SECURITY LEASING PARTNERS, L.P.

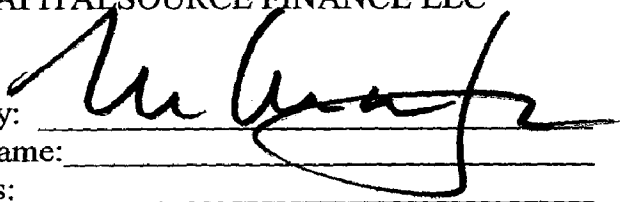
By: SLP Capital II, L.L.C.,
Its General Partner

By: _____
Name: _____
Its: _____

Accepted and agreed:

“Purchaser”

CAPITALSOURCE FINANCE LLC

By: 
Name: _____
Its: _____

[Signature Page to SLP Intellectual Property Bill of Sale, Assignment and License]

Schedule 1.1(h) (Intellectual Property)

Registered Trademarks:

Country	Registration Number	Registration Date	Mark
United States	2565236	04/30/02	Design (SLP New Logo)
United States	2638668	10/22/02	SLP Capital (Name)

Abandoned Trademarks:

Country	Application Number	Date Filed	Mark
Canada	1029969	9/24/99	Logo
United States	75/782,325	8/23/99	Logo
United States	75/638,578	2/11/99	Security Leasing Partners, L.P.
Canada	1029968	9/24/99	SLP
United States	75/638,579	2/11/99	SLP
United States	75/782,348	8/23/99	SLP
Canada	1011267	4/7/99	SLP CAPITAL
United States	75/567,397	10/8/98	SLP CAPITAL
United States	75/660,948	3/15/99	SLP Logo

Registered Copyrights:

Country	Registration Number	Registration Date	Author(s)	Title
United States	TX 4-986-266	June 1, 1999	Miller Group, Squires, Jim	SLP funding manager dealer data entry program
	TX 4-987-043 (supplemental registration - TX 4-986-266)	August 24, 1999	SLP	

Exhibit of Registration and Applications

Applications

Registrations

2565236

2638668

2538962