

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
Bombardier Capital Inc.		05/31/2005	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GE Commercial Distribution Finance Corporation		
Street Address:	5595 Trillium Boulevard		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2294545	CAPITALSURF	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	vanessa.kaye@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Vanessa Kaye		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Vanessa Kaye Watson		
Signature:	/Vanessa Kaye Watson/		
Date:	06/07/2005		

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Total Attachments: 2
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**TRADEMARK
 REEL: 003098 FRAME: 0048**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“*Assignment*”), dated as of May 31, 2005, is made by Bombardier Capital Inc., a Massachusetts corporation with offices at 261 Mountain View Drive, Colchester, Vermont 05446 (“*Assignor*”).

WHEREAS, Assignor and GE Commercial Distribution Finance Corporation, a Delaware corporation with offices at 5595 Trillium Boulevard, Hoffman Estates, Illinois 60192 (“*Assignee*”), are parties to a Purchase Agreement dated as of April 18, 2005 (as the same may be amended, modified or restated from time to time in accordance with the terms thereof, the “*Purchase Agreement*”) pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor’s right, title and interest in, to and under the trademark CAPITALSURF, registered in the United States Patent and Trademark Office on November 23, 1999 under registration number 2294545 (the “*Assigned Trademark*”).

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of Assignor’s right, title and interest, including statutory, common law and contractual rights, in, to and under the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademark is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of the entire right, title and interest therein (together with the goodwill connected with and symbolized by the Assigned Trademark), and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademark, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Assigned Trademark.
3. The execution and delivery of this Assignment by Assignor shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee in or under the Purchase Agreement (other than a discharge of the obligation of Assignor under Section 2.2(c) of the Purchase Agreement to execute and deliver this Assignment), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Purchase Agreement in any respect (including, without limitation, Section 5.14 thereof).

4. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representatives as of the day and year first above written.

BOMBARDIER CAPITAL INC.

By: 

Name: George N. Demas

Title: Vice President, Legal Services

By: 

Name: François Thibault

Title: Attorney-in-Fact

ATTESTATION OF WITNESS

I, Lynn V. Denton, whose full post office address is 207 Bronson Rd. St. Albans VT was personally present and did see George Demas and François Thibault who are personally known to me, execute the above assignment.

