

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PENN DETROIT DIESEL ALLISON, INC.		08/01/2006	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENN DETROIT DIESEL ALLISON, LLC		
<b>Street Address:</b>	8330 STATE ROAD		
<b>City:</b>	PHILADELPHIA		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19136		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3112642	NORTHEAST ENERGY SYSTEMS	
Registration Number:	3067425	PENN POWER SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)299-2150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.299.2010		
<b>Email:</b>	MMCCREARY@FOXROTHSCHILD.COM		
<b>Correspondent Name:</b>	MARK G. MCCREARY		
<b>Address Line 1:</b>	2000 MARKET STREET, TENTH FLOOR		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	MARK G. MCCREARY		
<b>Signature:</b>	/MARK G. MCCREARY/		
<b>Date:</b>	08/03/2006		

CH 3112642 \$65.00

**Total Attachments: 5**

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## ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS** (this "Assignment"), dated as of August 1, 2006, is by and between **PENN DETROIT DIESEL ALLISON, INC.**, a Pennsylvania corporation (the "Assignor") and **PENN DETROIT DIESEL ALLISON, LLC**, a Pennsylvania limited liability company (the "Assignee").

The Assignor has adopted, used and is using certain service marks that are registered in the United States Patent and Trademark Office, each as identified on **Appendix A** attached hereto (collectively, the "Marks"). Pursuant to the Contribution and Recapitalization Agreement, dated as of July 26, 2006, between the Assignee, the Assignor, PDDA Holdings, LLC, a Pennsylvania limited liability company, the shareholders of the Assignor, Allied Capital Corporation, a Maryland corporation, and ACPD Acquisition Corp., a Delaware corporation (the "Recapitalization Agreement"), the Assignor desires to assign and the Assignee desires to acquire all rights that the Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein. Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Recapitalization Agreement.

In consideration of the covenants and agreements contained herein and in the Recapitalization Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Assignee all of the Assignor's right, title and interest in and to the Marks, and the use thereof, in the United States and throughout the world, any common law rights relating to the Marks and the registrations thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.

Nothing contained herein shall be deemed to supercede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the provisions set forth in the Recapitalization Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Recapitalization Agreement relating to the Marks or otherwise.

This Assignment shall be governed by the internal laws and judicial decisions of the State of New York (including Sections 5-1401 and 5-1402) of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules), and shall be binding upon the Assignor and the Assignee and shall inure to the benefit of such parties and their successors and assigns.

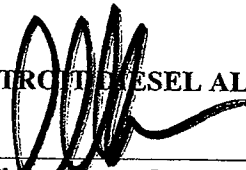
From time to time following the Closing, the Assignor shall promptly execute and deliver, or cause to be executed and delivered, to the Assignee such other instruments, documents or agreements, and take such other actions, as the Assignee may reasonably request or as may be reasonably necessary to more effectively consummate the transactions contemplated hereby.

In the event that the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document required to apply for or execute any renewals, extensions, continuations, divisions or continuations in part thereof, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as the Assignor's agents and attorneys-in-fact to act for and in the Assignor's behalf, to execute and file any such application and to do all other lawfully permitted acts with the same legal force and effect as if executed by the Assignor.

[signatures begin on next page]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Marks as of the date first written above.

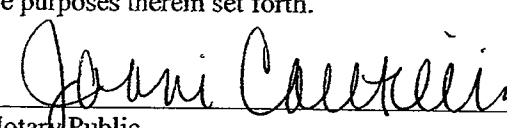
PENN DETROIT DIESEL ALLISON, INC.

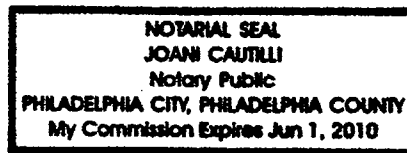
By:   
C. Christopher Cannon, Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA )

This 1<sup>st</sup> day of August, 2006 before me personally came the above-named C. Christopher Cannon, to me personally known as the individual who executed the foregoing assignment on behalf of PENN DETROIT DIESEL ALLISON, INC. who has acknowledged to me that he, as Chief Executive Officer of PENN DETROIT DIESEL ALLISON, INC., being authorized to do so, signed and sealed the same on behalf PENN DETROIT DIESEL ALLISON, INC., for the purposes therein set forth.

(SEAL)

  
Notary Public



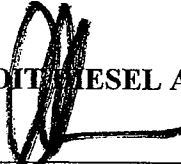
Signature Page to Assignment of Marks

TRADEMARK  
REEL: 003361 FRAME: 0473

**ACCEPTANCE**

The undersigned hereby accepts the foregoing Assignment of Marks as of the date first above written.

**PENN DETROIT DIESEL ALLISON, LLC**

By:   
C. Christopher Cannon, Chief Executive  
Officer

**APPENDIX A**

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>International Class(es)</u>	<u>U.S. Classes</u>	<u>Date Registered</u>
"Penn Power Systems" [and Design]	3,067,425	035 037 040	100 101 102 103 106	March 14, 2006
"Northeast Energy Systems" [and Design]	3,112,642	035 037 040	100 101 102 103 106	July 4, 2006

**TRADEMARK APPLICATIONS**

None