

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Finance Capital Corporation		07/31/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	13727 Noel Road, Suite 1020		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2822940	FUNDING BUSINESS SUCCESS	
Registration Number:	2819505	BFI	
Registration Number:	2819504	BFI BUSINESS FINANCE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	W3316-0008		
NAME OF SUBMITTER:	Jody Hawke		

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Signature:

/Jody Hawke/

Date:

08/07/2006

Total Attachments: 3

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**MEMORANDUM OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

BUSINESS FINANCE CAPITAL CORPORATION, a California corporation, whose address is 1655 The Alameda, San Jose, California 95126 ("Debtor") hereby acknowledges that it has granted to WELLS FARGO FOOTHILL, INC., whose address is 13727 Noel Road, Suite 1020, Dallas, Texas 75240 (the "Secured Party"), a security interest in and to all of the Debtor's right, title and interest in and to: (a) the trademark and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the "Patents"); and (c) the copyrights and copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this referenced owned by Debtor (the "Copyrights").

The terms and conditions of the aforementioned security interest are contained in that certain Security Agreement dated as of July 13, 2006 (the "Agreement"), between the Debtor, and Secured Party and other agreements referred to therein. Nothing contained in this Memorandum of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other or future collateral described in the Agreement or otherwise.

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IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 13th day of July, 2006.

BUSINESS FINANCE CAPITAL CORPORATION,
a California corporation

By:  _____

Title: President _____

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Memorandum Of Security Interest In Intellectual Property

PATENTS, TRADEMARKS AND COPYRIGHTS

(a) **Copyrights**

NONE

(b) **Patents**

NONE

(c) **Trademarks**

- i. "Funding Business Success," registration number 2,822,940, registered March 16, 2004;
- ii. "BFI Business Finance," registration number 2,819,505, registered March 2, 2004; and
- iii. "BFI," registration number 2,819,504, registered March 2, 2004.