

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is entered as of this 3 day of January, 2007, by and between River Oaks Theater Holdings, LLC (fka Seller Finance Services by Bayview Financial, LLC), a Delaware limited liability company (hereinafter referred to as "Assignor") and Bayview First Funding, LLC, a Delaware corporation (hereinafter referred to as "Assignee").

WHEREAS, Assignor has agreed to purchase certain assets of the Assignor, which assets include, among others, the trademarks identified on Schedule I hereto, and any applications and resulting registrations therefore and any logos, designs, graphics or other marks or indicators of origin used by Assignor in connection with the operation of its business (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, and Assignor has agreed to assign to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys to Assignee its entire worldwide right, title and interest in, to and under the Trademarks, and any associated applications and registrations therefore, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights and causes of action to recover past, present or future damages,

royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

Assignor further represents and warrants that it has not transferred, assigned, hypothecated or granted a security interest in the Trademarks to any third party.

Assignor further represents and warrants that it has the full right to sell, transfer, and assign all of the Trademarks to Assignee, and has good and marketable title thereto, free and clear of all liens. Following this Assignment, Assignee will be the lawful owner of, and have good title to, the Trademarks, free and clear of all liens.

Further, Assignor agrees to execute and provide promptly after the execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee its rights in, to and under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.


“ASSIGNOR”

“ASSIGNEE”

River Oaks Theater Holdings, LLC (fka Seller Finance Services by Bayview Financial, LLC)

Bayview First Funding, LLC

By: 

By: 

Brian E. Bomstein
Title: Senior Vice President

Brian E. Bomstein
Title: Senior Vice President

SCHEDULE I

<u>Mark</u>	<u>U.S. Reg. No./ Pending Serial No.</u>	<u>Reg. Date/ Filing Date</u>
I SOLD	78/753,912	11/15/05

File Name: ASSGMT OF TRADEMARK -RIVER OAKS TO BFF- (ISOLD) 12-26-06
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