

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
National City Corporation		12/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First Franklin Financial Corporation		
Street Address:	2150 North First Street		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1929915	FIRST FRANKLIN	
Registration Number:	3027757	NATIONPOINT	
CORRESPONDENCE DATA			
Fax Number:	(212)670-4516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	robert_bahrampour@ml.com		
Correspondent Name:	Robert F. Bahrampour		
Address Line 1:	222 Broadway		
Address Line 2:	Merrill Lynch		
Address Line 4:	New York, NEW YORK 10038		
NAME OF SUBMITTER:	Robert F. Bahrampour		
Signature:	/s/ Robert F. Bahrampour		
Date:	01/10/2007		

CH \$65.00 1929915

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK AND COPYRIGHT Assignment (this "**Assignment**"), dated as of ~~December 30~~ 2006 (the "**Effective Date**"), is made by and between (i) National City Corporation, a company organized under the laws of Delaware ("**Assignor**"), and (ii) First Franklin Financial Corporation, a company organized under the laws of Delaware and a wholly owned subsidiary of Assignor ("**Assignee**").

Whereas, Assignor owns the trademarks set forth on Schedule A hereto, including the United States trademark registrations identified and set forth thereon (all of the foregoing collectively, the "**Trademarks**") and the goodwill associated with all of the foregoing;

NOW, THEREFORE, in exchange for \$10 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Closing or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority in countries foreign to the United States to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature page follows this page]

NYB 1538995.2
NYB 1545363.1

**TRADEMARK
REEL: 003458 FRAME: 0047**

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

NATIONAL CITY CORPORATION

By: [Signature]
Name: Thomas A Plant
Title: Assistant Secretary

STATE OF)
) SS:
COUNTY OF)

On this 5th day of Dec., 2006 before me Thomas A Plant, known to me to be Assistant Secretary of National City Corporation, who acknowledged that he signed this instrument as a free act on behalf of National City Corporation.

[Signature]
Notary Public:
My commission expires:

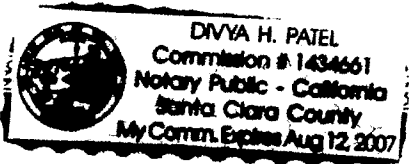
WILLIAM E. BURGESS, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

FIRST FRANKLIN FINANCIAL CORPORATION

By: [Signature]
Name: CRIG PUCKETT
Title: SENIOR VICE PRESIDENT

STATE OF)
) SS:
COUNTY OF)

On this 30th day of November, 2006 personally appeared before me Craig Pickett known to me to be Officer of First Franklin Financial Corporation, who acknowledged that he or she signed this instrument as a free act on behalf of First Franklin Financial Corporation.



[Signature]
Notary Public:
My commission expires:

SCHEDULE A
TRADEMARKS

Trademark

1. FIRST FRANKLIN
2. NATIONPOINT

Registration Number

1,929,915
3,027,757

TRADEMARK

REEL: 003458 FRAME: 0050

RECORDED: 01/10/2007

NYB 1538995.2
NYB 1545363.1