

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Capmark Financial Group Inc.		02/07/2007	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citigroup Global Markets Inc.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2820907	NEWMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-530-5000		
<b>Email:</b>	jnici@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		
<b>Address Line 1:</b>	One Chase Manhattan Plaza		
<b>Address Line 2:</b>	rm. 4640		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	46000-03300		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>Signature:</b>	/janis nici/		
<b>Date:</b>	02/08/2007		

CH \$40.00 2820907

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of February ~~7~~, 2007 (the "Effective Date"), by and between CAPMARK FINANCIAL GROUP INC., a Nevada corporation ("ASSIGNOR"), and CITIGROUP GLOBAL MARKETS INC., a Delaware corporation ("ASSIGNEE"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, ASSIGNOR and its subsidiaries CAPMARK CAPITAL INC., a Colorado corporation, CAPMARK FINANCE INC., a California corporation, and CAPMARK SECURITIES INC. (such subsidiaries collectively, "Sellers") and Citibank, N.A. and ASSIGNEE have entered into a Purchase Agreement dated December 20, 2006 (the "Purchase Agreement"), pursuant to which ASSIGNEE has agreed to acquire from the Sellers, and the Sellers have agreed to sell to ASSIGNEE, the Acquired Assets and the Equity Interests, including *inter alia* all of the right, title, and interest that the Sellers possess in the names of NEWMAN and NEWMAN & ASSOCIATES and in U.S. Registration No. 2820907 for NEWMAN for financing services, namely, real estate and corporate financing services, registered March 9, 2004 (collectively, the "Marks"); and

**WHEREAS**, ASSIGNEE desires to acquire ASSIGNOR's entire right, title and interest in and to the Marks, including all rights under common law, together with that part of the goodwill of ASSIGNOR's business relating to the Marks and which is symbolized by the Marks, along with the right to sue for past infringements and recover damages and profits therefor.

**NOW THEREFORE**, in exchange for mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and confirm unto ASSIGNEE all of ASSIGNOR's right, title and interest in and to (1) the Marks, including all rights under common law, together with that part of the goodwill of the business relating to the Marks and which is symbolized by the Marks, (2) all registrations and applications worldwide therefor, including any renewals and extensions of the registrations, now or hereafter in effect, and (3) the right to recover damages and profits for past, present or future infringement or other unauthorized use therefor.

ASSIGNOR shall execute or cause to be executed all documents and instruments, and perform such actions, required for ASSIGNEE to confirm, record or otherwise secure formally the rights granted to ASSIGNEE pursuant to this Assignment.

This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

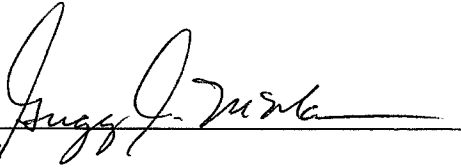
This Assignment shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be wholly performed therein, without giving effect to the principles of conflicts of law.

*[Intentionally Left Blank; Signature Page Follows.]*

**IN WITNESS THEREOF**, the parties hereto have caused this Assignment to be executed and delivered by their respective officer or officers thereunto duly authorized.

Dated: February 7, 2007

**CAPMARK FINANCIAL GROUP INC.**

By:   
Name:  
Title:

**CITIGROUP GLOBAL MARKETS INC.**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment]*


**IN WITNESS THEREOF**, the parties hereto have caused this Assignment to be executed and delivered by their respective officer or officers thereunto duly authorized.

Dated: February 7, 2007

**CAPMARK FINANCIAL GROUP INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CITIGROUP GLOBAL MARKETS INC.**

By:   
Name: Dan Wisniewski  
Title: Managing Director

*[Signature Page to Trademark Assignments]*