

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of U.S. Business Intellectual Property

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Company		03/30/2007	Company: NEW YORK
General Electric Capital Corporation		03/30/2007	CORPORATION: DELAWARE
Transport International Pool, Inc.		03/30/2007	CORPORATION: PENNSYLVANIA
GE Vehicle and Equipment Leasing		03/30/2007	PARTNERSHIP: ONTARIO
GE Canada Vehicle & Equipment Services		03/30/2007	PARTNERSHIP: ONTARIO
GE Equipment Services Canada		03/30/2007	PARTNERSHIP: ONTARIO

## RECEIVING PARTY DATA

Name:	Resun ModSpace, Inc.
Street Address:	22810 Quicksilver Drive
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3151456	MODSPACE.COM
Registration Number:	3133642	MODSPACE
Registration Number:	1123065	MODULAIRE

## CORRESPONDENCE DATA

Fax Number: (888)329-3382

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-470-4524

Email: thu@skadden.com

900073291

TRADEMARK  
REEL: 003513 FRAME: 0592

CH \$90.00 3151456

Correspondent Name: Teresa Hu  
Address Line 1: 525 University Avenue  
Address Line 2: 09-104  
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	692030/0004
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NAME OF SUBMITTER:	Teresa Hu
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Signature:	/th/ Teresa Hu
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Date:	04/03/2007
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Total Attachments: 8  
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## **ASSIGNMENT OF U.S. BUSINESS INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF U.S. BUSINESS INTELLECTUAL PROPERTY (this "Assignment") is executed effective as of the 30th day of March, 2007 by and between General Electric Company ("GE"), a New York company, General Electric Capital Corporation ("GE Capital"), a Delaware corporation, Transport International Pool, Inc., a Pennsylvania corporation and an indirect wholly-owned subsidiary of GE Capital ("TIP"), GE Vehicle and Equipment Leasing, an Ontario partnership and an indirect wholly-owned subsidiary of GE Capital ("GEVEL"), GE Canada Vehicle & Equipment Services, an Ontario partnership and an indirect wholly-owned subsidiary of GE Capital ("GECVES"), and GE Equipment Services Canada, an Ontario partnership and an indirect wholly-owned subsidiary of GE Capital ("GEESC", and together with GE, TIP, GEVEL and GECVES, collectively, the "Sellers" and each a "Seller"), and Resun ModSpace, Inc., a Delaware corporation (the "Buyer").

### **RECITAL**

GE Capital, GEESC, TIP, GEVEL, GECVES and Buyer are among the parties to an Asset Purchase Agreement dated as of February 15, 2007 (as the same may from time to time be amended or modified, the "Agreement"), pursuant to which Buyer has agreed to purchase, and GEESC, TIP, GEVEL and GECVES have agreed to sell, or cause to be sold, all of Sellers' (or, in the case of the Affiliate-Owned Assets, of such Affiliates') right, title and interest in and to the Business Intellectual Property included in the U.S. Assets, together with the goodwill associated therewith (the "U.S. Business Intellectual Property"), including but not limited to those items set forth on Exhibit A to this Assignment, all upon the terms and conditions set forth in the Agreement (capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement).

### **AGREEMENT**

IN CONSIDERATION of the premises, the covenants and the agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. As of the Effective Time, each Seller does hereby bargain, sell, convey, assign, transfer and deliver to Buyer its successors and assigns, forever, free and clear of any Liens, other than the Permitted Liens, all of such Seller's right, title and interest in and to the U.S. Business Intellectual Property, together with the goodwill of the business associated therewith, all causes of action against third parties to the extent relating to the U.S. Business Intellectual Property (regardless of whether asserted by any of the Sellers) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned to Buyer hereunder, including all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by any of the Sellers to the extent relating to the U.S. Business Intellectual Property (regardless of whether such rights are currently exercisable), in each case, except to the extent such causes of action or rights constitute Excluded Assets under the Agreement.

2. The Sellers, the Buyer and their respective successors and permitted assigns will from time to time and at all times hereafter, upon reasonable request of the other, make, do and execute or cause and procure to be made, done and executed, all such further acts, deeds or assurances as may be reasonably required by the other to carry out the provisions of this Assignment and the Agreement and give effect to the transactions contemplated hereby and thereby.

3. This Assignment and any and all claims arising hereunder, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles of such state other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns under the Agreement.

5. In the event of any conflict or inconsistency between this Assignment and the Agreement, the terms of the Agreement shall prevail.

6. This Assignment may be executed by facsimile and in any number of identical counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same instrument.

**[Signature Page Follows]**

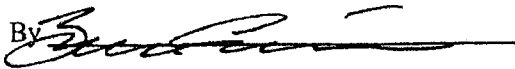
IN WITNESS WHEREOF, GE, GE Capital and Sellers and Buyer have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year first above written.

RESUN MODSPACE, INC.

By Charles Paguin  
Name: Charles Paguin  
Title: President

Signature Page to Assignment of U.S. Business Intellectual Property

GE CANADA VEHICLE & EQUIPMENT  
SERVICES

By 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC COMPANY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE EQUIPMENT SERVICES CANADA

By 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE VEHICLE AND EQUIPMENT LEASING

By 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRANSPORT INTERNATIONAL POOL,  
INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page to Assignment of U.S. Business Intellectual Property

GE CANADA VEHICLE & EQUIPMENT  
SERVICES

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC COMPANY

By  \_\_\_\_\_

Name: Dennis M. Mulcahy

Title: VP/CA - Eg Sec

GE EQUIPMENT SERVICES CANADA

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE VEHICLE AND EQUIPMENT LEASING

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRANSPORT INTERNATIONAL POOL,  
INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page to Assignment of U.S. Business Intellectual Property

GE CANADA VEHICLE & EQUIPMENT  
SERVICES

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC COMPANY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE EQUIPMENT SERVICES CANADA

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION

By Joseph J. Antkowiak

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE VEHICLE AND EQUIPMENT LEASING

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRANSPORT INTERNATIONAL POOL,  
INC.

By Joseph J. Antkowiak

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page to Assignment of U.S. Business Intellectual Property



***Execution Copy***

**Exhibit A**

**Patent:**

HVAC Heater Power and Control Circuit

Current Owner: Transport International Pool, Inc.

Patent Number: 6,310,330

Application Number: 09/547, 459

File Date: April 12, 2000

Issued Date: October 30, 2001

Petition To Accept Unintentionally Delayed Payment of Maintenance Fee in an Expired Patent Filed:  
January 10, 2007

**Registered Trademarks:**

<b>Name</b>	<b>Registration or Application Numbers</b>	<b>Registration or Application Date</b>	<b>Owner</b>	<b>Status</b>
<b>Modspace.com</b>	3151456	October 3, 2006	General Electric Company	Live
<b>Modspace</b>	3133642	August 22, 2006	General Electric Company	Live
<b>Modulaire</b>	1123065	July 24, 1979	TIP	Live

**Domain Names:**

www.modspace.com  
www.modspace.info  
www.modspace.biz  
www.modulaire.com  
www.modspacesucks.com

[www.modularspacesucks.com](http://www.modularspacesucks.com)  
[www.espace-modulaire.com](http://www.espace-modulaire.com)  
[www.modularspace.us](http://www.modularspace.us)  
[www.foldablebuildings.com](http://www.foldablebuildings.com)  
[www.modspace.com.mx](http://www.modspace.com.mx)  
[www.permacon.biz](http://www.permacon.biz)  
[www.permacon.net](http://www.permacon.net)  
[www.fpbbuildings.com](http://www.fpbbuildings.com)  
[www.modulartofficesolutions.com](http://www.modulartofficesolutions.com)