

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
The Aimbridge Group, Inc.		01/01/2004	CORPORATION: COLORADO
Aimbridge Holdings, LLC		06/08/2007	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Aimbridge Lending Group, LLC
Street Address:	116 Inverness Drive East
Internal Address:	Suite 250
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3055883	THE POWER BEHIND THE PROMISE
Registration Number:	3038170	THE POWER BEHIND THE PROMISE
Registration Number:	2882656	THE POWER BEHIND THE PROMISE
Registration Number:	2940516	THE AIMBRIDGE GROUP
Registration Number:	2875407	THE AIMBRIDGE GROUP
Registration Number:	2860999	AIMBRIDGE
Registration Number:	2877898	AIMBRIDGE
Registration Number:	2880065	THE AIMBRIDGE GROUP

CORRESPONDENCE DATA

Fax Number: (206)381-3301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$215.00 3055883

Phone: 206.381.3303
Email: lowe@blacklaw.com
Correspondent Name: David A. Lowe
Address Line 1: 701 Fifth Avenue
Address Line 2: Suite 4800
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	AIMB-5-1005
NAME OF SUBMITTER:	David A. Lowe
Signature:	/David A. Lowe/
Date:	06/08/2007

Total Attachments: 18

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**JOINT STATEMENT OF ACTION
OF THE AIMBRIDGE GROUP, INC.**

Effective this 1st day of January, 2004 and pursuant to the laws of the State of Colorado, the undersigned, being all of the shareholders and directors of The Aimbridge Group, Inc., a corporation organized under the laws of the State of Colorado (the "Company"), hereby consent to and take the following corporate action, all with the same force and effect as though such action were taken by unanimous votes of the shareholders and directors at meetings duly called and legally held.

WHEREAS, attached to and incorporated in this Joint Statement of Action as Schedule I is the balance sheet of the Company as of December 31, 2003;

WHEREAS, it is deemed to be in the interests of the Company to transfer many of its assets and liabilities to its shareholders, to simplify the corporate structure of the enterprise and to achieve economies in administrative processes and expenses;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the shareholders and directors of the Company hereby take the following action:

1. Transfer of Assets. The assets and liabilities of the Company described on and incorporated into this Joint Statement of Action as Schedule II (the "Transferred Assets") are hereby distributed to the holders of the Company's issued and outstanding shares, in direct proportion as their interests may appear on the books and records of the Company or as otherwise unanimously agreed by the shareholders.
2. Further Actions. The officers of the Company are hereby authorized and directed to take such further actions and execute and deliver such further instruments and documents as may be necessary and appropriate to fully evidence and accomplish the foregoing.

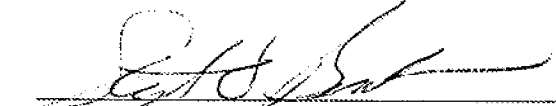
SCHEDULE I

**Balance Sheet of The Aimbridge Group
As of December 31, 2003**

[To Be Attached]

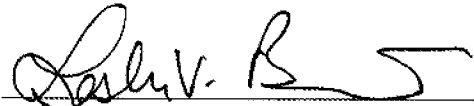
3. **WAIVER OF NOTICE. THE UNDERSIGNED EXPRESSLY WAIVE ANY NOTICE REQUIREMENTS FOR AND CONSENT TO THE ACTIONS TAKEN HEREIN.**

SHAREHOLDERS:




Stephen O. Bentley

Lars Andrew Bentley Irrevocable Trust

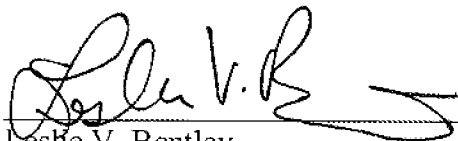
By: 

Leslie V. Bentley, Trustee

DIRECTORS:



Stephen O. Bentley



Leslie V. Bentley

SCHEDULE II

Transferred Assets

The "Transferred Assets" shall consist of all of the assets and liabilities of the Company as of January 1, 2004, including without limitation all rights, benefits, obligations and liabilities attached to or otherwise arising out of the assets and liabilities to be transferred hereunder, whether now known or that may hereafter arise, **save and except** the following: _____ [to be completed with assets/liabilities to be retained in TAGI] (the "Retained Assets"), which shall be retained by The Aimbridge Group, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of January 1, 2004, by and between Stephen O. Bentley ("Assignor") and Stephen O. Bentley Holdings, LLC, a Colorado limited liability company ("Assignee").

RECITALS:

A. Pursuant to the terms of separate agreements, Assignor holds all right, title and interest in and to the interests set forth on Exhibit A attached to and made a part of this Agreement (collectively, the "SB Interests").

B. Of even date herewith, (i) Assignor desires to assign, grant, sell, convey, transfer, set over, confirm and deliver unto Assignee, and Assignee desires to purchase and receive all of Assignor's right, title and interest in and to the SB Interests and assume that portion of the Obligations, obligations and responsibilities of Assignor allocable to the SB Interests; and (ii) Assignee desires to assume all of Assignor's duties, obligations, responsibilities and Obligations relating to the SB Interests (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein, it is agreed as follows:

1. Assignment of Interest. Assignor hereby assigns, grants, sells, transfers, sets over, confirms and delivers to Assignee, and Assignee hereby acquires from Assignor, the SB Interests, including but not limited to, that portion of the right, title and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions and profits and losses of the Partnership which are allocable to the SB Interests.

2. Assumption. Assignee hereby assumes all of the Obligations and hereby expressly agrees to perform under and be bound by the terms of the agreements, contracts and instruments that evidence or establish the SB Interests and/or Obligations.

3. Effective Date. The assignment herein is effective as of the date first written above, and from and after that date the portion of the net profits or net losses allocable to the SB Interests shall be credited or charged, as the case may be, to Assignee, and not to Assignor.

4. Consideration. The consideration for the SB Interests is \$10.00 the receipt of which is hereby acknowledged, and other good and valuable consideration, including the assumption by Assignee of that portion of the Obligations, rights and benefits allocable to the SB Interests, as well as those individual Obligations, and obligations and responsibilities, if any, of Assignor, relating to the SB Interests, all as more particularly set forth in paragraph 6 below.

5. Indemnity by Assignee. In connection with the purchase of the SB Interests, Assignee hereby assumes (as between the parties and only for the benefit of Assignor) the

Obligations which arise from and after the Effective Date, and hereby indemnifies Assignor against any and all such Obligations of whatsoever kind or nature, whether arising from notes, guarantees, endorsements, indemnifications or other similar written obligations or which have arisen or may arise by reason of any past, present or future contract, promissory note, mortgage, negligent act or omission, or any other event pertaining to the SB Interests and/or the properties and business operations to which the SB Interests relate, other than the federal or state income tax Obligations of Assignor and Obligations arising out of any act on the part of Assignor which would constitute fraud, wrongful or unauthorized actions, or gross negligence. Assignor agrees to give notice to Assignee of any claim for which Assignee would be liable hereunder promptly after any such claim is asserted against or becomes known to Assignor. Neither Assignee nor any successor or assign thereof shall be deemed by this Agreement to have waived any cause of action or claim that either may have by virtue of fraud, wrongful or unauthorized actions or gross negligence of Assignor, unless such conduct has previously been authorized or ratified or was otherwise known to Assignee, and Assignor agrees to indemnify Assignee from any loss, claim, damage or expense arising from such conduct.

6. Future Cooperation on Subsequent Documents. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Agreement, and each agrees to execute such further deeds, mortgages, bills of sale, assignments, releases or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein.

7. Representations.

a. Assignor hereby warrants and represents to the Assignee that he is entering into this Agreement as his free and voluntary act, without coercion or duress, with full understanding of the meaning and results hereof, Assignor further warrants and represents that he is the current legal and beneficial owner of the SB Interests and the SB Interests has not been sold, transferred, assigned, pledged, encumbered or contracted to be sold, transferred, assigned, pledged or encumbered.

b. Assignee hereby warrants and represents to Assignor that neither Assignee nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution hereof.

10. Modification and Waiver. No supplement, modification, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

ASSIGNOR:

STEPHEN O. BENTLEY



ASSIGNEE:

STEPHEN O. BENTLEY HOLDINGS, LLC

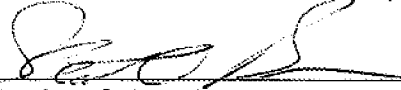
By: 
Name: Stephen O. Bentley
Title: Manager and Member

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between Stephen O. Bentley, as Assignor thereunder
and Stephen O. Bentley Holdings, LLC, as Assignee thereunder

The following interests and assets constitute the SB Interests:

- i. all right, title and interest in and to all tangible and intangible property received by Stephen O. Bentley from The Aimbridge Group, Inc. by assignment as of January 1, 2004
- ii. a 95 percent membership interest in Aimbridge Technology, LLC
- iii. a 95 percent membership interest in Aimbridge Commercial Real Estate Holdings, LLC
- iv. 50 percent of the outstanding shares of Automotive Avenues, Inc.
- v. a 50 percent membership interest in Aimbridge Holdings, LLC
- vi. a 50 percent membership interest in Aimbridge Hotel Group, LLC
- vii. all of Stephen O. Bentley's membership interest in Aimbridge Home Loans, LLC
- viii. a 100 percent membership interest in Member Lending Acceptance, LLC
- ix. a 95 percent membership interest in Aimbridge Financial Services, LLC
- x. a 95 percent membership interest in Aimbridge Indirect Lending, LLC
- xi. a 71.25 percent membership interest in Aimbridge Disposition Services, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of January 1, 2004, by and between Lars Andrew Bentley Irrevocable Trust ("Assignor") and Stephen O. Bentley Holdings, LLC, a Colorado limited liability company ("Assignee").

RECITALS:

A. Pursuant to the terms of separate agreements, Assignor holds all right, title and interest in and to the interests set forth on Exhibit A attached to and made a part of this Agreement (collectively, the "LBIT Interests").

B. Of even date herewith, (i) Assignor desires to assign, grant, sell, convey, transfer, set over, confirm and deliver unto Assignee, and Assignee desires to purchase and receive all of Assignor's right, title and interest in and to the LBIT Interests and assume that portion of the Obligations, obligations and responsibilities of Assignor allocable to the LBIT Interests; and (ii) Assignee desires to assume all of Assignor's duties, obligations, responsibilities and Obligations relating to the LBIT Interests (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein, it is agreed as follows:

1. Assignment of Interest. Assignor hereby assigns, grants, sells, transfers, sets over, confirms and delivers to Assignee, and Assignee hereby acquires from Assignor, the LBIT Interests, including but not limited to, that portion of the right, title and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions and profits and losses of the Partnership which are allocable to the LBIT Interests.

2. Assumption. Assignee hereby assumes all of the Obligations and hereby expressly agrees to perform under and be bound by the terms of the agreements, contracts and instruments that evidence or establish the LBIT Interests and/or Obligations.

3. Effective Date. The assignment herein is effective as of the date first written above, and from and after that date the portion of the net profits or net losses allocable to the LBIT Interests shall be credited or charged, as the case may be, to Assignee, and not to Assignor.

4. Consideration. The consideration for the LBIT Interests is \$10.00 the receipt of which is hereby acknowledged, and other good and valuable consideration, including the assumption by Assignee of that portion of the Obligations, rights and benefits allocable to the LBIT Interests, as well as those individual Obligations, and obligations and responsibilities, if any, of Assignor, relating to the LBIT Interests, all as more particularly set forth in paragraph 6 below.

5. Indemnity by Assignee. In connection with the purchase of the LBIT Interests, Assignee hereby assumes (as between the parties and only for the benefit of

Assignor) the Obligations which arise from and after the Effective Date, and hereby indemnifies Assignor against any and all such Obligations of whatsoever kind or nature, whether arising from notes, guarantees, endorsements, indemnifications or other similar written obligations or which have arisen or may arise by reason of any past, present or future contract, promissory note, mortgage, negligent act or omission, or any other event pertaining to the LBIT Interests and/or the properties and business operations to which the LBIT Interests relate, other than the federal or state income tax Obligations of Assignor and Obligations arising out of any act on the part of Assignor which would constitute fraud, wrongful or unauthorized actions, or gross negligence. Assignor agrees to give notice to Assignee of any claim for which Assignee would be liable hereunder promptly after any such claim is asserted against or becomes known to Assignor. Neither Assignee nor any successor or assign thereof shall be deemed by this Agreement to have waived any cause of action or claim that either may have by virtue of fraud, wrongful or unauthorized actions or gross negligence of Assignor, unless such conduct has previously been authorized or ratified or was otherwise known to Assignee, and Assignor agrees to indemnify Assignee from any loss, claim, damage or expense arising from such conduct.

6. Future Cooperation on Subsequent Documents. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Agreement, and each agrees to execute such further deeds, mortgages, bills of sale, assignments, releases or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein.

7. Representations.

a. Assignor hereby warrants and represents to the Assignee that he is entering into this Agreement as his free and voluntary act, without coercion or duress, with full understanding of the meaning and results hereof, Assignor further warrants and represents that he is the current legal and beneficial owner of the LBIT Interests and the LBIT Interests has not been sold, transferred, assigned, pledged, encumbered or contracted to be sold, transferred, assigned, pledged or encumbered.

b. Assignee hereby warrants and represents to Assignor that neither Assignee nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution hereof.

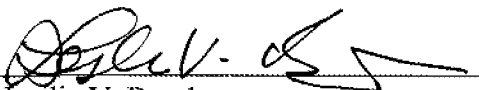
10. Modification and Waiver. No supplement, modification, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

ASSIGNOR:

LARS ANDREW BENTLEY IRREVOCABLE TRUST

By: 
Name: Leslie V. Bentley
Title: Trustee

ASSIGNEE:

STEPHEN O. BENTLEY HOLDINGS, LLC


By: 
Name: Stephen O. Bentley
Title: Manager and Member

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between Lars Andrew Bentley Irrevocable Trust, as Assignor thereunder
and Stephen O. Bentley Holdings, LLC, as Assignee thereunder

The following interests and assets constitute the LBIT Interests:

- i. all right, title and interest in and to all tangible and intangible property received by Lars Andrew Bentley Irrevocable Trust from The Aimbridge Group, Inc. by assignment as of January 1, 2004
- ii. a 5 percent membership interest in Aimbridge Technology, LLC
- iii. a 5 percent membership interest in Aimbridge Commercial Real Estate Holdings, LLC
- iv. a 5 percent membership interest in Aimbridge Financial Services, LLC
- v. a 5 percent membership interest in Aimbridge Indirect Lending, LLC
- vi. a 3.75 percent membership interest in Aimbridge Disposition Services, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of January 1, 2004, by and between Stephen O. Bentley Holdings, LLC ("Assignor") and Aimbridge Holdings, LLC, a Colorado limited liability company ("Assignee").

RECITALS:

A. Pursuant to the terms of separate agreements, Assignor holds all right, title and interest in and to the interests set forth on Exhibit A attached to and made a part of this Agreement (collectively, the "SBH Interests").

B. Of even date herewith, (i) Assignor desires to assign, grant, sell, convey, transfer, set over, confirm and deliver unto Assignee, and Assignee desires to purchase and receive all of Assignor's right, title and interest in and to the SBH Interests and assume that portion of the Obligations, obligations and responsibilities of Assignor allocable to the SBH Interests; and (ii) Assignee desires to assume all of Assignor's duties, obligations, responsibilities and Obligations relating to the SBH Interests (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein, it is agreed as follows:

1. Assignment of Interest. Assignor hereby assigns, grants, sells, transfers, sets over, confirms and delivers to Assignee, and Assignee hereby acquires from Assignor, the SBH Interests, including but not limited to, that portion of the right, title and interest of Assignor in and to the properties (real and personal), capital, cash flow distributions and profits and losses of the Partnership which are allocable to the SBH Interests.

2. Assumption. Assignee hereby assumes all of the Obligations and hereby expressly agrees to perform under and be bound by the terms of the agreements, contracts and instruments that evidence or establish the SBH Interests and/or Obligations.

3. Effective Date. The assignment herein is effective as of the date first written above, and from and after that date the portion of the net profits or net losses allocable to the SBH Interests shall be credited or charged, as the case may be, to Assignee, and not to Assignor.

4. Consideration. The consideration for the SBH Interests is \$10.00 the receipt of which is hereby acknowledged, and other good and valuable consideration, including the assumption by Assignee of that portion of the Obligations, rights and benefits allocable to the SBH Interests, as well as those individual Obligations, and obligations and responsibilities, if any, of Assignor, relating to the SBH Interests, all as more particularly set forth in paragraph 6 below.

5. Indemnity by Assignee. **In connection with the purchase of the SBH Interests, Assignee hereby assumes (as between the parties and only for the benefit of Assignor) the**

Obligations which arise from and after the Effective Date, and hereby indemnifies Assignor against any and all such Obligations of whatsoever kind or nature, whether arising from notes, guarantees, endorsements, indemnifications or other similar written obligations or which have arisen or may arise by reason of any past, present or future contract, promissory note, mortgage, negligent act or omission, or any other event pertaining to the SBH Interests and/or the properties and business operations to which the SBH Interests relate, other than the federal or state income tax Obligations of Assignor and Obligations arising out of any act on the part of Assignor which would constitute fraud, wrongful or unauthorized actions, or gross negligence. Assignor agrees to give notice to Assignee of any claim for which Assignee would be liable hereunder promptly after any such claim is asserted against or becomes known to Assignor. Neither Assignee nor any successor or assign thereof shall be deemed by this Agreement to have waived any cause of action or claim that either may have by virtue of fraud, wrongful or unauthorized actions or gross negligence of Assignor, unless such conduct has previously been authorized or ratified or was otherwise known to Assignee, and Assignor agrees to indemnify Assignee from any loss, claim, damage or expense arising from such conduct.

6. Future Cooperation on Subsequent Documents. Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Agreement, and each agrees to execute such further deeds, mortgages, bills of sale, assignments, releases or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein.

7. Representations.

a. Assignor hereby warrants and represents to the Assignee that he is entering into this Agreement as his free and voluntary act, without coercion or duress, with full understanding of the meaning and results hereof, Assignor further warrants and represents that he is the current legal and beneficial owner of the SBH Interests and the SBH Interests has not been sold, transferred, assigned, pledged, encumbered or contracted to be sold, transferred, assigned, pledged or encumbered.

b. Assignee hereby warrants and represents to Assignor that neither Assignee nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

8. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution hereof.

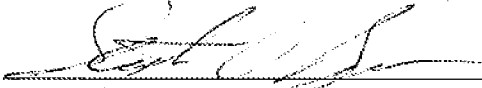
10. Modification and Waiver. No supplement, modification, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

ASSIGNOR:

STEPHEN O. BENTLEY HOLDINGS, LLC

By: 
Name: Stephen O. Bentley
Title: Manager and Member

ASSIGNEE:

AIMBRIDGE HOLDINGS, LLC

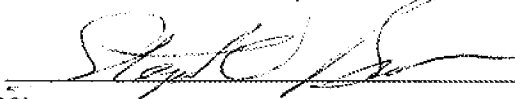
By: 
Name: _____
Title: _____

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between Stephen O. Bentley Holdings, LLC, as Assignor thereunder
and Aimbridge Holdings, LLC, as Assignee thereunder

The following interests and assets constitute the SBH Interests:

- i. all right, title and interest in and to the assets and liabilities received by Stephen O. Bentley Holdings, LLC from each of Stephen O. Bentley and Lars Andrew Bentley Irrevocable Trust of The Aimbridge Group, Inc. pursuant to those certain Assignment and Assumption Agreements as of January 1, 2004
- ii. a 100 percent membership interest in Aimbridge Technology, LLC
- iii. a 100 percent membership interest in Aimbridge Commercial Real Estate Holdings, LLC
- iv. 50 percent of the outstanding shares of Automotive Avenues, Inc.
- v. a 50 percent membership interest in Aimbridge Hotel Group, LLC
- vi. all of Stephen O. Bentley's membership interest in Aimbridge Home Loans, LLC
- vii. a 100 percent membership interest in Member Lending Acceptance, LLC
- viii. a 100 percent membership interest in Aimbridge Financial Services, LLC
- ix. a 100 percent membership interest in Aimbridge Indirect Lending, LLC
- x. a 75 percent membership interest in Aimbridge Disposition Services, LLC

TRADEMARK ASSIGNMENT

Aimbridge Holdings, LLC, a Colorado limited liability company, is the holder of the entire right and title to and interest in the marks listed in Schedule A as trademarks, service marks and trade names, including the trademark registrations and associated goodwill (the "Trademarks").

The Aimbridge Lending Group, LLC, a Colorado limited liability company, is desirous of acquiring the entire right and title to and interest in the Trademarks, including the trademark registrations and associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Aimbridge Holdings, LLC does hereby sell, assign and transfer unto Aimbridge Lending Group, LLC its entire right and title to and interest in the Trademarks, including the trademark registrations and associated goodwill.

DATED this 8 day of JUNE, 2007.

Aimbridge Holdings, LLC




Stephen O. Bentley, Manager and Member

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Registered
THE POWER BEHIND THE PROMISE	3055883	January 31, 2006
THE POWER BEHIND THE PROMISE	3038170	January 3, 2006
THE POWER BEHIND THE PROMISE	2882656	September 7, 2004
THE AIMBRIDGE GROUP	2940516	April 12, 2005
THE AIMBRIDGE GROUP	2875407	August 17, 2004
AIMBRIDGE	2860999	July 6, 2004
AIMBRIDGE	2877898	August 24, 2004
THE AIMBRIDGE GROUP	2880065	August 31, 2004

AIMB-5-1805ASGN02

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