

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
Hyperion Partners II L.P.		10/16/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	LSR Capital GGT LLC
Street Address:	50 Charles Lindbergh Blvd.
Internal Address:	Suite 500
City:	Uniondale
State/Country:	NEW YORK
Postal Code:	11553
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2411624	HYPERION
Registration Number:	2411625	HYPERION
Registration Number:	2465857	HYPERION
Registration Number:	2499248	HYPERION

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-585-8000
Email: NPTM@nixonpeabody.com
Correspondent Name: David L. May
Address Line 1: 401 9th Street, N.W.
Address Line 2: Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$115.00 2411624

ATTORNEY DOCKET NUMBER:	081879-6
NAME OF SUBMITTER:	David L. May, Esq.
Signature:	/david l. may/
Date:	06/08/2007
Total Attachments: 7 source=Hyperion Assignment#page1.tif source=Hyperion Assignment#page2.tif source=Hyperion Assignment#page3.tif source=Hyperion Assignment#page4.tif source=Hyperion Assignment#page5.tif source=Hyperion Assignment#page6.tif source=Hyperion Assignment#page7.tif	

ASSIGNMENT

This Agreement, effective as of October 16, 2006, is by and between Hyperion Partners II L.P., a Delaware limited partnership, having a principal place of business at 50 Charles Lindbergh Blvd., Suite 500, Uniondale, New York 11553 ("Assignor"), and LSR Capital GGT LLC, a Delaware limited liability company, with its principal place of business at 50 Charles Lindbergh Blvd., Suite 500, Uniondale, New York 11553 ("Assignee").

WHEREAS, Assignor is the owner of the marks identified in Exhibit A hereto and of the U.S. service mark registrations therefor ("the Service Marks"); and

WHEREAS, "Assignee", wishes to acquire the Service Marks.

THEREFORE, In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to Section 2 below, Assignor hereby assigns to Assignee all its right, title, and interest in and to the Service Marks, together with the goodwill of the business associated with the Service Marks, and the right to sue and recover for past infringements, dilution, and other violations.
2. The effectiveness of this Agreement is subject to the Assignor delivering to Assignee on or before December 31, 2006, or such other time as Assignee shall consent to, an estoppel certificate, substantially similar to the form attached hereto as Exhibit A, from each of entities listed on Exhibit B attached hereto. Notwithstanding anything contained herein to the contrary, Assignee may waive Assignor's compliance with the provisions of this Section 2 at any time.
3. Indemnification
 - a. Assignor agrees to defend, indemnify, and hold Assignee and Lewis S. Ranieri harmless from and against any and all claims (including reasonable attorneys' fees, costs and disbursements), demands, expenses, damages or losses ("Claims") arising from: (i) actions by Assignor or any licensee of Assignor relating to the Service Marks; or (ii) any third party's allegation that the Service Marks infringe upon or otherwise violate any rights of any party in the U.S., its territories and

possessions; provided such Claims arose prior to date of this Agreement and such Claims are made within one (1) year of the date of this Agreement. If Assignor becomes aware of any claim or potential claim subject to this Section 3(a), Assignor shall promptly inform Assignee of such claim and the facts underlying such claim.

- b. Assignee agrees to defend, indemnify, and hold Assignor harmless from and against any and all Claims arising from: (i) actions by Assignee or any licensee of Assignee relating to the Service Marks; or (ii) any third party's allegation that the Service Marks infringe upon or otherwise violate any rights of any party in the U.S., its territories and possessions; provided such Claims arose after the date of this Agreement and such Claims are made within one (1) year of the date of this Agreement.
- c. Limitation of Liability: TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, OR INCOME, HOWEVER ARISING AND WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON BREACH OF ANY WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

4. Miscellaneous:

- a. Amendments; Waiver. This Agreement may be amended or modified by written instrument executed by the parties hereto.
- b. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only broad as is enforceable.
- c. Binding Effect; No Third Party Beneficiaries; No Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be construed to confer upon any person other than the parties hereto, their respective successors and

permitted assigns, and Lewis S. Ranieri, any right, remedy or claim under or by reason of this Agreement or any part hereof.

(SIGNATURE PAGE FOLLOWS)

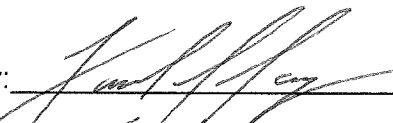
This Agreement supersedes all prior oral and written agreements between the Assignor and Assignee as to the subject hereof and is entered into as of the first date written above.

Assignor:

HYPERION PARTNERS II L.P.

By: Hyperion Ventures II L.P.,
its general partner

By: Hyperion Funding II Corp.,
its general partner

By: 
Name: FRANK J. TAGGER
Title: Vice President

Assignee:

LSR Capital GGT LLC

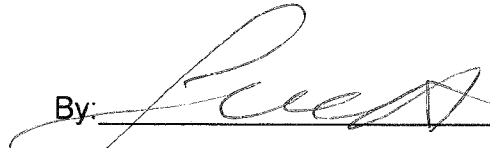
By: 
Name: Louis S. Renieri
Title: President

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HYPERION	2,411,624	December 12, 2000
HYPERION	2,411,625	December 12, 2000
HYPERION	2,465,857	July 3, 2001
HYPERION	2,499,248	October 23, 2001

Exhibit B

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE, (hereinafter referred to as the "Certificate") is made this _____ day of _____, 200_ by _____. ("Holdings") a corporation existing under the laws of Delaware.

WHEREAS, Holdings is a licensee of the mark HYPERION (the "Mark") under a trademark license agreement entered into between Holdings and Hyperion Partners II L.P. ("Hyperion Partners II") on _____ (the "Trademark License Agreement");

WHEREAS, _____ recognizes that Hyperion Partners II has assigned its rights to the Mark, including its rights under the Trademark License Agreement, to LSR Capital GGT LLC (hereinafter "LSR").

NOW THEREFORE, for the benefit of Hyperion Partners II, LSR and their respective successors and assigns, Holdings hereby acknowledges that as of the date hereof, to the best of its knowledge, no person or entity has made any claim, threats, and/or demands, nor are there any proceedings pending, which challenge the rights of Holdings, Hyperion Partners II, or LSR or their respective successors and assigns, to use the mark HYPERION.

IN WITNESS WHEREOF, Holdings has caused this Certificate to be properly signed and sealed the day and date first set out above.

Holdings

Name:
Title: President and Chief Executive Officer

Exhibit C

Hyperion Brookfield Asset Management, Inc. (f/k/a Hyperion Capital Management, Inc.)

Hyperion Israel Advisors Ltd.