

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		06/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First Franklin Financial Corporation		
Street Address:	2150 North First Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78743700	RAPIDPURCHASE	
CORRESPONDENCE DATA			
Fax Number:	(202)737-3330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-737-3500		
Email:	trademark@aegislawgroup.com		
Correspondent Name:	Oliver Garcia		
Address Line 1:	901 F Street, N.W., Suite 500		
Address Line 2:	Aegis Law Group LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Oliver Garcia		
Signature:	/olivergarcia/		
Date:	06/26/2007		

OP \$40.00 78743700

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into by and between National City Corporation ("National City") and First Franklin Financial Corporation ("First Franklin"), with an effective date of December 30, 2006 (the "Effective Date").

WHEREAS, National City and Merrill Lynch & Co., Inc. previously have entered into agreements concerning Merrill Lynch's acquisition of First Franklin's origination franchise and related servicing platform from National City, including the assignment from National City to First Franklin of certain intellectual property assets pertaining to said business; and

WHEREAS, National City is the record owner on an application pending before the United States Patent and Trademark Office for the word mark RAPIDPURCHASE, Serial No. 78,743,700, as used in relation to banking services and which has been in continuous use in commerce since February 6, 2006 (the "RapidPurchase Mark"); and

WHEREAS, to the extent it was not previously documented, National City and First Franklin desire to memorialize the conveyance, transfer, and assignment to First Franklin of all of its right, title, and interest in and to the RapidPurchase mark, together with the goodwill of the business symbolized thereby in connection with the services on which the RapidPurchase Mark is used;

NOW, THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt of which is hereby acknowledged, National City and First Franklin hereby agree as follows:

1. **Assignment.** As of the Effective Date of this Agreement, National City hereby sells, assigns, transfers and conveys to First Franklin the entire right, title, interest in and to the RapidPurchase Mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the RapidPurchase Mark (including, without limitation, the right to renew any registrations included in the RapidPurchase Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the RapidPurchase Mark, and any priority right that may arise from the RapidPurchase Mark), the same to be held and enjoyed by First Franklin as fully and entirely as said interest could have been held and enjoyed by National City had this sale, assignment, transfer and conveyance not been made.
2. **Recordation, Necessary Documents.** National City authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the RapidPurchase Mark to First Franklin as assignee of National City's entire right, title and interest therein. National City agrees to further execute any documents reasonably necessary to effect this assignment or to confirm First Franklin's ownership of the RapidPurchase Mark.

3. **Multiple Copies.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

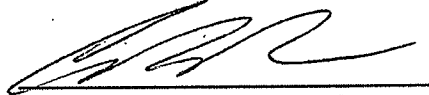
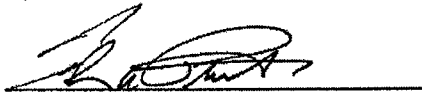
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

NATIONAL CITY CORPORATION

FIRST FRANKLIN FINANCIAL CORPORATION

By:

By:



Name: Thomas A. Plant

Name: CRAIG PRICKETT

Title: VP + Asst General Counsel

Title: DIRECTOR

Date: 6-26-07

Date: 6/26/07