

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Spirit Finance, LLC		07/10/2007	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spirit Finance Corporation		
<b>Street Address:</b>	14631 North Scottsdale		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85254-2711		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3109958	SPIRIT FINANCE CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)292-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303.292.7882		
<b>Email:</b>	mary.notter@kutakrock.com		
<b>Correspondent Name:</b>	Neil L. Arney		
<b>Address Line 1:</b>	1801 California Street		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Denver, COLORADO 80202-2626		
<b>ATTORNEY DOCKET NUMBER:</b>	518202.41		
<b>NAME OF SUBMITTER:</b>	Neil L. Arney		
<b>Signature:</b>	/Neil L. Arney/		

CH \$40.00 3109958

Date:

07/16/2007

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made this 10<sup>th</sup> day of July 2007, from Spirit Finance, LLC, an Arizona limited liability company which was renamed Spirit Finance Holdings, LLC, an Arizona limited liability company (the "Assignor"), to Spirit Finance Corporation, a Maryland corporation (the "Assignee").

WHEREAS, Assignor owns all rights, title, and interests in and to the trademark "SPIRIT FINANCE CORPORATION with design," which is evidenced by the registration with the United States Patent and Trademark Office, Registration No. 3,109,958 (hereinafter the "Trademark").


WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor has in the Trademark, including any and all foreign rights.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, said Assignor does hereby sell, transfer, convey, assign, and set over to Assignee, its successors, and assignees, any and all of Assignor's rights in the Trademark, including all property right, title, and interest in and to the Trademark, any and all registrations of the Trademark, any common-law rights in the Trademark, and any foreign rights in the Trademark, along with that portion of Assignor's business, including good will, directly pertaining to and symbolized by the Trademark, any and all claims for damages that Assignor may have against third parties by reason of past infringement of said Trademark, and the right to enforce, the right to sue for, collect, and recover damages for past infringement thereto for its own use and enjoyment and the use and enjoyment of its successors and assignees, to collect any royalties regarding the Trademark and to hold the Trademark absolutely. Assignor hereby further assigns and transfers to Assignee all priority rights in and to the Trademark and authorizes and requests that the United States Commissioner of Patents and Trademarks, or any foreign equivalent, issue any future trademark registrations regarding the Trademark to Assignee.

Assignor further agrees, at any time upon request of Assignee or its successors and assigns, to execute and deliver any and all other appropriate supplemental agreements and other instruments, and to take any other action reasonably necessary to: (i) carry out the intent of this Assignment; (ii) make this Assignment fully and legally effective, binding, and enforceable as between the parties hereto or as against third parties; or (iii) perfect title in the Trademark in Assignee or its successors and assigns.

Assignor makes no warranties or representations whatsoever regarding the priority of the Trademark or the right to register the Trademark with the United States Patent and Trademark Office or any foreign equivalent.

Spirit Finance, LLC

By:   
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Christopher H. Volk, President  
and Chief Operating Officer

Date: July 10, 2007