

**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>
CGI Franchise Systems, Inc.		08/02/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Worldwide Express Operations, LLC		
<b>Street Address:</b>	2828 Routh Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2337684	WORLDWIDE EXPRESS	
Registration Number:	3056928	CLEARVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)339-3470		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-377-8170		
<b>Email:</b>	ecampbell@rbh.com		
<b>Correspondent Name:</b>	Elizabeth Campbell		
<b>Address Line 1:</b>	101 N. Tryon Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>ATTORNEY DOCKET NUMBER:</b>	12714.01065		
<b>NAME OF SUBMITTER:</b>	Elizabeth M. Campbell		

OP \$65.00 2337684

Signature:	/s/
Date:	08/09/2007
<b>Total Attachments: 5</b> source=Assignment of Marks#page1.tif source=Assignment of Marks#page2.tif source=Assignment of Marks#page3.tif source=Assignment of Marks#page4.tif source=Assignment of Marks#page5.tif	

**ASSIGNMENT OF MARKS**

This **ASSIGNMENT OF MARKS** (this "Assignment"), dated as of August 2, 2007, is by and between **CGI FRANCHISE SYSTEMS, INC. (D/B/A WORLDWIDE EXPRESS)**, a Texas corporation ("Assignor") and **WORLDWIDE EXPRESS OPERATIONS, LLC**, a Delaware limited liability company ("Assignee").

Assignor has adopted, used and is using certain service marks that are registered in the United States Patent and Trademark Office, each as identified on **Appendix A** attached hereto (collectively, the "Marks"). Pursuant to the Contribution and Recapitalization Agreement, dated as of the date hereof, between Assignee, Assignor, Worldwide Express Holdings, LLC, a Delaware limited liability company, the shareholders of Assignor, Allied Capital Corporation, a Maryland corporation, and Worldwide Equity Corporation, a Delaware corporation (the "Recapitalization Agreement"), Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all rights that Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein. Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Recapitalization Agreement.

In consideration of the covenants and agreements contained herein and in the Recapitalization Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Marks, and the use thereof, in the United States and throughout the world, any common law rights relating to the Marks and the registrations thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.

Nothing contained herein shall be deemed to supercede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the provisions set forth in the Recapitalization Agreement, including, without limitation, the representations, warranties, covenants and agreements set forth in the Recapitalization Agreement relating to the Marks or otherwise.

The execution, interpretation and performance of this Assignment, and any disputes with respect to the transactions contemplated by this Assignment, including any fraud or tort claims, shall be governed by the internal laws and judicial decisions of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

From time to time following the Closing, the Assignor shall promptly execute and deliver, or cause to be executed and delivered, to the Assignee such other instruments, documents or agreements, and take such other actions, as the Assignee may reasonably request or as may be reasonably necessary to more effectively consummate the transactions contemplated hereby.


In the event that the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document required to apply for or execute any renewals, extensions, continuations, divisions or continuations in part thereof, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as the Assignor's agents and attorneys-in-fact to act for and in the Assignor's behalf, to execute and file any such application and to do all other lawfully permitted acts with the same legal force and effect as if executed by the Assignor.

[signatures begin on next page]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Marks as of the date first written above.

CGI FRANCHISE SYSTEMS, INC.

By:

  
David Kiger

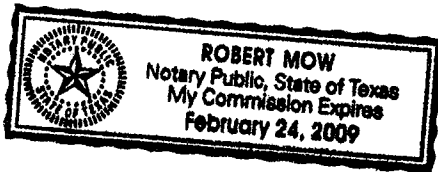
President and Chief Executive Officer

STATE OF TEXAS

COUNTY OF Dallas

This 31 day of July, 2007 before me personally came the above-named David Kiger, to me personally known as the individual who executed the foregoing assignment on behalf of CGI FRANCHISE SYSTEMS, INC. who has acknowledged to me that he, as [TITLE] of CGI FRANCHISE SYSTEMS, INC., being authorized to do so, signed and sealed the same on behalf CGI FRANCHISE SYSTEMS, INC., for the purposes therein set forth.

(SEAL)



  
Notary Public

**ACCEPTANCE**

The undersigned hereby accepts the foregoing Assignment of Marks as of the date first above written.

**WORLDWIDE EXPRESS OPERATIONS, LLC**

By: 

David Kiger

President and Chief Executive Officer

**APPENDIX A**

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
"WORLDWIDE EXPRESS" and Design	2,337,684	April 4, 2000
"CLEARVIEW"	3,056,928	February 7, 2006

**TRADEMARK APPLICATIONS**

[None]