

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
Systran Financial Services Corporation		07/02/2007	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Textron Financial Corporation		
Street Address:	40 Westminster Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78760682	POWER OF TWO F2+ PROGRAM	
Registration Number:	3158435	F2+	
Serial Number:	78760672	F2+ THE POWER OF TWO	
CORRESPONDENCE DATA			
Fax Number:	(503)972-3873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-802-2000		
Email:	lisa.gabelo@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Avenue		
Address Line 2:	1600 Pioneer Tower		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	TEXTRON		
NAME OF SUBMITTER:	Christopher D. Erickson		

OP \$90.00 78760682

Signature:

/Christopher D. Erickson/

Date:

09/27/2007

Total Attachments: 3

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**ASSIGNMENT AND ASSUMPTION BETWEEN
SYSTRAN FINANCIAL SERVICES CORPORATION
AND
TEXTRON FINANCIAL CORPORATION**

This Assignment and Assumption (this "Assignment") is executed as of the 2nd day of July, 2007, by SYSTRAN FINANCIAL SERVICES CORPORATION, an Oregon corporation, having its principal place of business at 4949 SW Meadows Road, Lake Oswego, Oregon 97035 ("Assignor"), and TEXTRON FINANCIAL CORPORATION, a Delaware corporation, having its principal place of business at 40 Westminster Street, Providence, Rhode Island 02903 ("Assignee").

For valuable consideration, the receipt and adequacy of which are acknowledged, Assignor has TRANSFERRED, GRANTED, ASSIGNED, SOLD, CONVEYED, ENDORSED and DELIVERED and does by these presents TRANSFER, GRANT, ASSIGN, SELL, CONVEY, ENDORSE and DELIVER to Assignee, its successors and assigns, all of its assets, including without limitation, all of its receivables (i.e., factoring accounts and loan accounts), notes, cash, documents, contract rights, deposit accounts, deposits, prepayments, choses in action, rights of recovery, rights of setoff, rights of recoupment, intellectual property, tangible personal property, other identified assets of Systran Financial Services Corporation, books and records, or copies thereof, and, to the extent transferable, all permits, licenses, orders, registrations, certificates and similar rights obtained from governments and governmental authorities (the "Assets"), which corporation shall be subsequently merged into and survived by Litchfield Financial Corporation, provided, however, the Assets will not include the "Excluded Assets." "Excluded Assets" means any and all goodwill of Assignor with respect to Assignor's business as of the date of this Assignment.

TO HAVE AND TO HOLD the above described Assets, together with all rights, titles, interests, liens, guaranties, privileges, claims, demands and equities existing and to exist in connection therewith or as security therefor unto Assignee, its successors and assigns, forever.

Assignor hereby assigns to Assignee all financing statements filed in connection with the Assets naming Assignor or its predecessors as secured party, and Assignee, its successors and assigns, is hereby authorized to file assignments, amendments, terminations or continuations of financing statements for each of those financing statements.

Assignee hereby assumes and agrees to perform and discharge all liabilities and obligations of Assignor arising on and after the date hereof pursuant to the Asset. The foregoing liabilities and obligations of Assignor being assumed by Assignee hereunder shall be collectively referred to as the "Assumed Liabilities" and all other liabilities of any type or nature are specifically excluded and not assumed by Assignee.

TRADEMARK

REEL: 003629 FRAME: 0478

By the transfer and assignment herein referenced, the priority of the liens and security interests in favor of Assignor by reason of any of the above-referenced instruments and security documents shall be deemed preserved and maintained in favor of Assignee as Assignor's successor in interest, to the extent permitted by applicable law.

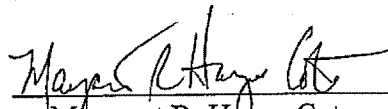
From time to time after the date hereof, upon request of Assignee and at Assignee's expense, Assignor, without further consideration, shall cooperate with Assignee and shall duly execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances and powers of attorney and take such other actions and give such assurances as may be reasonably required to convey to and vest in Assignee and to protect Assignee's right, title and interest in and enjoyment of all the Assets intended to be assigned, transferred and conveyed pursuant to and as provided in and subject to the provisions of this Assignment and as may be appropriate otherwise to carry out the transactions contemplated by this Assignment, including without limitation, transfers of letter-of-credit rights and appropriate endorsements to insurance policies. Assignor shall hold in trust and promptly pay or deliver to Assignee any amounts or items which may be received by Assignor after the date hereof which constitute Assets and Assignee shall similarly hold in trust and deliver to Assignor any amounts received by Assignee which are the property of Assignor.

Executed as of the date first above written.

**SYSTRAN FINANCIAL SERVICES
CORPORATION**

By: _____
Name: Jeffrey Martin
Title: Secretary

**TEXTRON FINANCIAL
CORPORATION**

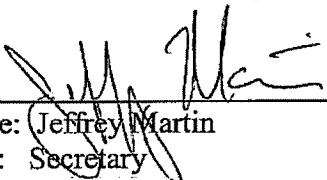
By:  _____
Name: Margaret R. Hayes-Cote
Title: Assistant Secretary

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**SYSTRAN FINANCIAL SERVICES
CORPORATION**

By: 
Name: Jeffrey Martin
Title: Secretary

**TEXTRON FINANCIAL
CORPORATION**

By: _____
Name: Margaret R. Hayes-Cote
Title: Assistant Secretary