

**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>
Mercer Acquisition LLC		11/01/2007	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Washington Mutual Bank		
<b>Street Address:</b>	1301 Second Avenue		
<b>Internal Address:</b>	WMC 3501		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Savings Association: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3039432	TIMCOR EXCHANGE CORPORATION 1031	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2063598000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Matthew D. Schneller		
<b>Address Line 1:</b>	Perkins Coie LLP, 1201 3rd Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-3099		
<b>ATTORNEY DOCKET NUMBER:</b>	53008-4000.0027.US001		
<b>NAME OF SUBMITTER:</b>	Matthew D. Schneller		
<b>Signature:</b>	/Matthew D. Schneller/		

CH \$40.00 3039432

Date:

12/19/2007

**Total Attachments: 6**

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## **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement is entered into as of the 1<sup>st</sup> day of November, 2007, by and between Mercer Acquisition LLC, a Nevada limited liability company ("Mercer") and Washington Mutual Bank, a savings association organized under the laws of the United States ("WMB").

Mercer and WMB are parties to that certain Assignment and Assumption Agreement dated October 23, 2007 (the "Assignment Agreement") pursuant to which Mercer agreed to assign and transfer to WMB and WMB agreed to accept and assume from Mercer, all of the assets and liabilities of Mercer.

The purpose of this Bill of Sale and Assumption Agreement is to evidence the assignment of certain assets and assumption of certain of the liabilities described above. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Assignment Agreement.

Therefore, for good and valuable consideration, the parties agree as follows:

1. Assigned Assets. Effective 12:02 a.m. (Pacific Time) on the date hereof, Mercer hereby transfers and assigns to WMB, free and clear of all liens, all right, title and interest of Mercer to the Assigned Assets, and WMB hereby accepts and assumes each of the Assigned Assets.
2. Assumed Liabilities. Effective 12:02 a.m. (Pacific Time) on the date hereof, Mercer hereby transfers and assigns to WMB the Assumed Liabilities, and WMB hereby accepts and assumes each of the Assumed Liabilities.
3. Assigned Agreements. Effective 12:02 a.m. (Pacific Time) on the date hereof, Mercer hereby transfers and assigns to WMB the Assigned Contracts, and WMB hereby assumes each Assigned Agreement and agrees to perform all obligations of Mercer thereunder. All rights and benefits of Mercer under the Assigned Contracts shall be Assigned Assets and all liabilities of Mercer under the Assigned Contracts shall be Assumed Liabilities.
4. Representations and Warranties. All representations and warranties set forth in the Assignment Agreement are incorporated herein. Mercer makes no other representations or warranties, express or implied, except as set forth expressly herein or in the Assignment Agreement.

connection with the Assigned Assets and the Assumed Liabilities, whether such obligations or liabilities arise prior to, at or after the Closing Time.

5. Closing. Subject to the satisfaction or waiver of the conditions set forth herein, the consummation of the assignment of the Assigned Assets and the assumption of the Assumed Liabilities (the "Closing") shall take place simultaneously with, or as soon as practicable after, the merger of New American Capital, Inc. with and into the Assignor (the "Closing Time"). At the Closing, each party shall deliver to the other party a Bill of Sale, Assignment and Assumption Agreement with respect to the Assigned Assets and Assumed Liabilities executed by such party and such other documents reasonably requested by the other party.

6. Representations of Assignor. Assignor hereby makes the following representations and warranties to Assignee as of the date hereof and as of the Closing Time:

(a) Organization. Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) Authority. Assignor has the power, capacity and authority to enter into and deliver this Agreement and the Bill of Sale, Assignment and Assumption Agreement (together, the "Operative Agreements"), to perform its obligations under the Operative Agreements, and to effect the transactions contemplated by the Operative Agreements. The execution, delivery and performance of the Operative Agreements have been duly authorized by Assignor, and when executed and delivered, the Operative Agreements will constitute valid and binding obligations of Assignor enforceable against it in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, receivership, conservatorship, reorganization, and other laws of general applicability relating to creditors' rights, and to general equitable principles.

(c) No Violations. Neither the execution and delivery by Assignor of the Operative Agreements, nor its performance thereunder, will (i) violate, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under, any agreement, indenture, mortgage, or lease to which Assignor is a party or by which it or its properties are bound, which breach or default would constitute a material adverse effect on Assignor; (ii) constitute a violation by Assignor of any law or regulation applicable to Assignor; (iii) violate any provision of the limited liability company agreement of Assignor; or (iv) violate any order, judgment, injunction or decree of any court, arbitrator or governmental body against or binding upon Assignor.

(d) Assigned Assets. (i) Assignor is the sole owner of all rights, title and interest in and to, and has good and valid title to, the Assigned Assets, free and clear of all liens (other than liens for taxes not yet due and payable); (ii) Assignor's rights under the Assigned Assets may be delegated, assigned and transferred to Assignee; (iii) upon execution and delivery thereof, the Bill of Sale, Assignment and Assumption Agreement will be sufficient to convey to Assignee (and upon consummation of the Closing, Assignee will acquire) all right, title and interest of Assignor in and to the Assigned Assets as such right, title and interest existed immediately prior to the Closing and free and clear of all liens (other than liens for taxes not yet due and payable); (iv) Assignor has not previously conveyed any of the Assigned Assets to any other person.

(e) Assigned Agreements. All of the Assigned Agreements are in full force and effect and constitute valid and binding obligations of Assignor. Assignor is not in default (and would not be in default upon notice, lapse of time or both) under any provision of the Assigned Agreements. To Assignor's knowledge, no party to any Assigned Agreement (other than Assignor) is in default (or would be in default upon notice, lapse of time or both) under any provision of the Assigned Agreements.

7. Representations of Assignee. Assignee hereby makes the following representations and warranties to Assignor as of the date hereof and as of the Closing Time:

(a) Organization. Assignee is a savings association duly organized and validly existing under the laws of the United States.

(b) Authority. Assignee has the power, capacity and authority to enter into and deliver the Operative Agreements, to perform its obligations under the Operative Agreements, and to effect the transactions contemplated by the Operative Agreements. The execution, delivery and performance of the Operative Agreements have been duly authorized by Assignee, and when executed and delivered, the Operative Agreements will constitute valid and binding obligations of Assignee enforceable against it in accordance with their terms, subject as to enforcement to bankruptcy, insolvency, receivership, conservatorship, reorganization, and other laws of general applicability relating to creditors' rights, and to general equitable principles.

(c) No Violations. Neither the execution and delivery by Assignee of the Operative Agreements, nor its performance thereunder, will (i) violate, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under, any agreement, indenture, mortgage, or lease to which Assignee is a party or by which it or its properties are bound, which breach or default would constitute a material adverse effect on Assignee; (ii) constitute a violation by Assignor of any law or regulation applicable to Assignee; (iii) violate any provision of the Charter or Bylaws of Assignor; or (iv) violate any order, judgment, injunction or decree of any court, arbitrator or governmental body against or binding upon Assignee.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any provision hereof.

10. Amendments. This Agreement may not be amended except in writing by Assignee and Assignor.

11. Further Assurances. Each party agrees, at the reasonable request of the other party, to take such actions and to execute, deliver and/or record such documents and other writings as necessary or appropriate to effect the transactions contemplated by this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts and delivered by manually signed counterpart or facsimile. Each counterpart will be deemed to be an original copy of this Agreement, and all counterparts, when taken together, will be deemed to constitute one and the same agreement.


13. Third-Party Beneficiaries. No party to this Agreement intends this Agreement to benefit or create any right or cause of action in or on behalf of any person other than Assignee and its successors and Assignor and its successors.

14. Assignee Stock. It is the Assignee's intention that upon transfer of the Assigned Assets and the Assumed Liabilities (including the Common Stock, the Series C Preferred Stock and the Series D Preferred Stock), (i) the Series C Preferred Stock shall be restored to the status of authorized but unissued shares of the Assignee's preferred stock, without designation as to class, and may thereafter be issued, but not as shares of Series C Preferred Stock, (ii) the Series D Preferred Stock shall be restored to the status of authorized but unissued shares of the Assignee's preferred stock, without designation as to class, and may thereafter be issued, but not as shares of Series D Preferred Stock, and (iii) the Common Stock shall become treasury shares of the Assignee's common stock, shall be restored to the status of unissued shares that may thereafter be issued or sold by the Assignee's, as the board of directors of the Assignee may direct or approve, and until so re-issued or sold will carry no voting rights, may not participate in distributions of the Assignee, may not be counted as outstanding shares of the Assignee for any purpose and may not be counted as assets of the Assignee.

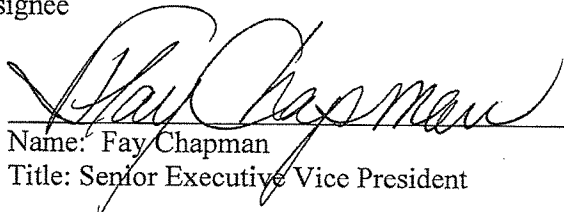
15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington (without reference to choice of law doctrine).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date above.

**MERCER ACQUISITION LLC,**  
As Assignor

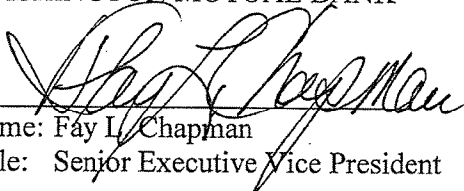
By   
Name: Andrea Radosevich  
Title: Secretary

**WASHINGTON MUTUAL BANK,**  
As Assignee

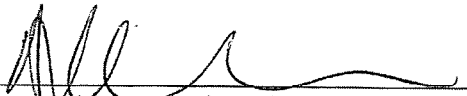
By   
Name: Fay Chapman  
Title: Senior Executive Vice President

Executed as of date first written above.

WASHINGTON MUTUAL BANK

  
Name: Fay L. Chapman  
Title: Senior Executive Vice President

MERCER ACQUISITION LLC

  
Name: Andrea Radosevich  
Title: Secretary