

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Direct Capital Corporation		05/15/2006	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	One South Broad Street
Internal Address:	14th Floor, Locator 01-5997
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3017352	DIRECT CAPITAL
Serial Number:	78825162	DIRECT CAPITAL
Registration Number:	2969895	DIRECT CAPITAL CORPORATION
Registration Number:	2217988	DIRECT LEASE CORPORATE FINANCE
Registration Number:	2950157	FINANCING MADE SIMPLE. FAST. COST EFFECTIVE.
Registration Number:	2165894	FINANCING SOLUTIONS AT YOUR FINGERTIPS
Registration Number:	2165893	THE WAY THE WORLD LEASES
Registration Number:	2165895	WE FINANCE SOLUTIONS
Registration Number:	2817276	WE'RE FINANCING YOUR BUSINESS FUTURE
Registration Number:	2498753	WHAT WILL TOMORROW BRING?

CORRESPONDENCE DATA

Fax Number: (212)373-7685

CH \$265.00 3017352

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-259-8000
Email: ptodocket@dl.com
Correspondent Name: Monique L. Ribando
Address Line 1: 1301 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	11651-00012
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	03/11/2008

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), with an effective date of May 15, 2006, is made and entered into by DIRECT CAPITAL CORPORATION, a New Hampshire corporation ("Assignor"), in favor of NATIONAL CITY BANK, as Agent for the Lenders (as defined below) ("Assignee"). All capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks and service marks including, but not limited to, those listed on Schedule I attached hereto, as the same may be amended from time to time, and all designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks");

WHEREAS, Assignor has entered into a Credit Agreement, dated as of May 15, 2006 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Credit Agreement") with Assignee in its capacity as Administrative Agent and the financial institutions party thereto as lenders (the "Lenders"), pursuant to which, among other things, the Lenders have agreed to make loans to Assignor upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, the Lenders have appointed Assignee as their collateral agent with respect to certain collateral of Assignor pursuant to that certain Security Agreement (as defined in the Credit Agreement and of even date herewith); and

WHEREAS, the Lenders have required that Assignor execute and deliver this Agreement in favor of the Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby pledges and mortgages, but does not transfer title, to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under each of the Trademarks which are presently owned (including, without limitation, the Trademarks specifically listed on Schedule I attached hereto, as the same may be amended from time to time) or hereafter acquired by Assignor, and including all common law rights with respect thereto and all federal, state and foreign registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, registrations and trademark rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks, registrations or trademark rights of Assignor and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and any associated goodwill.

2. Assignor hereby represents and warrants that (a) the Trademarks listed on Schedule I hereto include all of the trademarks, trademark applications, service marks and service mark applications now owned by or licensed to Assignor and (b) no Liens other than the

Liens granted pursuant hereto or as permitted under Section 7.02 of the Credit Agreement have been granted by Assignor to any other Person in such Trademarks. If, prior to the termination of this Agreement, Assignor shall obtain rights to any new trademarks, trademark applications, service marks or service mark applications, the provisions of Section 1 hereto shall automatically apply thereto. Assignor shall give to Assignee written notice of events described in the immediately preceding sentence on a quarterly basis. Each of Assignor and Assignee hereby agrees that Schedule I hereto shall be deemed amended, from time to time, to include any future trademarks, trademark applications, service marks or service mark applications owned by or licensed to Assignor.

3. Assignee may record this Agreement with the United States Patent and Trademark Office or with any other trademark authority in any relevant jurisdiction; provided, that upon termination of this Agreement, Assignee will cooperate with Assignor to execute any documents reasonably requested by Assignor to reflect the release of the security interest confirmed herein and to assist Assignor, at Assignor's cost, to record any such documents with the United States Patent and Trademark Office or with any other trademark authority in any relevant jurisdiction.

4. Upon the occurrence of an Event of Default, Assignee may exercise any one or more of the rights or remedies set forth in the Security Agreement, in the manner prescribed therein, including, without limitation, the right to file or record the Assignment of Trademark Registrations and Applications attached as Exhibit A hereto, as Assignee may determine to be necessary or desirable to effect its rights as a secured party under the UCC or other applicable law. Assignor agrees that it shall cooperate with Assignee to execute any documents reasonably requested by Assignor in connection with such rights.

5. All notices and other communications pursuant to this Agreement shall be in writing, and shall be delivered personally, or by registered mail, postage prepaid, by hand or commercial messenger service, or sent by certified mail or registered mail, postage prepaid, return receipt requested, or facsimile with electronic confirmation of receipt, addressed as follows:

If to the Assignor:

Direct Capital Corporation
155 Commerce Way
Portsmouth, NH 03801
Attention: Dawn Gillette
Facsimile: (603) 433-9706

With a copy to:

Devine, Millimet & Branch, Professional Association
111 Amherst Street
Manchester, New Hampshire 03101
Attention: Angela B. Martin, Esq.
Facsimile: (603) 669-8547

If to the Assignee:

National City Bank
One South Broad Street
14th Floor, Locator 01-5997
Philadelphia, PA 19107
Attention: Christos Kytzidis
Facsimile: (267) 256-4001

6. Any amendment or waiver of any provision of this Agreement, and any consent to any departure by Assignor from any provision of this Agreement, shall be effective only if executed in writing by the parties hereto (with respect to any amendments) or the Collateral Agent (with respect to any waivers).

7. No delay or omission of Assignee to exercise any right or remedy hereunder shall impair any such right or shall operate as a waiver thereof. No single or partial exercise by Assignee of any right or remedy hereunder shall preclude any other or further exercise thereof, or preclude any other right or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

9. This Agreement shall be in addition to and not in lieu of and does not limit the provisions of the Security Agreement, and secures the payment and performance of the Obligations.

10. All representations, warranties and covenants of Assignor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Assignor of the Obligations secured hereby and termination of the Commitments.

11. Assignee shall have and be entitled to exercise all powers hereunder which are specifically granted to Assignee by the terms hereof, together with such powers as are reasonably incident thereto. Assignee may perform any of its duties hereunder or in connection with the Trademarks by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Assignee nor any director, officer, employee, attorney or agent of Assignee shall be liable to Assignor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall Assignee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. Assignee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper Person or Persons.

12. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and

delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year noted below.

DIRECT CAPITAL CORPORATION

By: 

Name:

Christopher J Bloom

Title:

Chairman

Date:

1/31/08

Accepted:

NATIONAL CITY BANK,
as Agent

By: _____

Name:

Title:

Date:

TRADEMARK

REEL: 003737 FRAME: 0530

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year noted below.

DIRECT CAPITAL CORPORATION

By: _____
Name:
Title:
Date:

Accepted:

NATIONAL CITY BANK,
as Agent

By: 
Name:
Title: **Christos Kytzidis**
Date: **Senior Vice President**

SCHEDULE I**TRADEMARKS**

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Application/Registration Date</u>
DIRECT CAPITAL	Reg. No. 3,017,352	November 22, 2005
DIRECT CAPITAL	Ser. No. 78/825,162	February 28, 2006
DIRECT CAPITAL CORPORATION	Reg. No. 2,969,895	July 19, 2005
DIRECT LEASE CORPORATE FINANCE	Reg. No. 2,217,988	January 12, 1999
FINANCING MADE SIMPLE. FAST. COST EFFECTIVE.	Reg. No. 2,950,157	May 10, 2005
FINANCING SOLUTIONS AT YOUR FINGERTIPS	Reg. No. 2,165,894	June 16, 1998
THE WAY THE WORLD LEASES	Reg. No. 2,165,893	June 16, 1998
WE FINANCE SOLUTIONS	Reg. No. 2,165,895	June 16, 1998
WE'RE FINANCING YOUR BUSINESS FUTURE	Reg. No. 2,817,276	February 24, 2004
WHAT WILL TOMORROW BRING?	Reg. No. 2,498,753	October 16, 2001

SCHEDULE 1

Trade Names, Trademarks and Service Marks

1. The Company uses, owns and has properly registered the following trade names in the State of New Hampshire:

DIRECT CAPITAL
DIRECT CAPITAL AUTOMOTIVE FINANCE GROUP
DIRECT CAPITAL AUTOMOTIVE SERVICES GROUP
DIRECT CAPITAL FRANCHISE FINANCE GROUP
DIRECT CAPITAL FRANCHISE SERVICES GROUP
DIRECT CAPITAL RENTAL FINANCE GROUP
DIRECT CAPITAL RENTAL SERVICES GROUP
DIRECT CAPITAL RESTAURANT FINANCE GROUP
DIRECT CAPITAL RESTAURANT SERVICES GROUP
DIRECT CAPITAL VENDOR SERVICES GROUP
DIRECT CAPITAL VENDOR FINANCE GROUP
DIRECT CORPORATE FINANCE
DIRECT LEASE

2. The Company uses, owns and has properly registered the following trademarks:

DIRECT CAPITAL
DIRECT CAPITAL CORPORATION
DIRECT LEASE CORPORATE FINANCE
FINANCING MADE SIMPLE. FAST. COST EFFECTIVE.
FINANCING SOLUTIONS AT YOUR FINGERTIPS
THE WAY THE WORLD LEASES
WE FINANCE SOLUTIONS
WE'RE FINANCING YOUR BUSINESS FUTURE
WHAT WILL TOMORROW BRING?

3. The Company owns and has properly registered the following service marks:

DIRECT CAPITAL CORPORATION
FINANCING MADE SIMPLE. FAST. COST EFFECTIVE.
DIRECT CAPITAL

EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, DIRECT CAPITAL CORPORATION ("Assignor"), a New Hampshire corporation with an address at 155 Commerce Way, Portsmouth, NH 03801, has adopted, used and is using certain trademarks listed on Schedule I annexed hereto and has made applications to use certain trademarks listed on such Schedule, such Schedule being made a part hereof (the "Marks"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____ all of its right, title and interest in and to each of the Marks together with the good will of the business symbolized by the Marks, and their respective federal registrations.

DATED: _____

ATTEST:

DIRECT CAPITAL CORPORATION

Name:

By: _____
Name:
Title: