

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

8003A-122

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 10, 2008

- Assignment
- Security Agreement
- Other Confirmatory Assignment of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Internal Corporation

Address: _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

3/24/08
Date

Laura Konrath

Name of Person Signing


Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232428 3149221

Continuation
Item 4

SCHEDULE A

Mark	Registration #	Registration Date
	3,149,221	09/26/2006

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST

WHEREAS, JPMORGAN CHASE BANK, N.A. with a place of business at 120 South LaSalle Street, Floor 8, Chicago, Illinois 60603, as prior administrative agent for certain lenders (hereinafter "ASSIGNOR"), is the owner of that security interest dated April 30, 2007, in and to certain trademarks identified in Schedule A hereto, including the trademark registrations and applications for registration thereof, the common law rights pertaining thereto, and in and to the goodwill of the business symbolized by the trademarks and connected with the use thereof and all proceeds of the foregoing including, without limitation, any and all causes of action which may exist by reason of infringement thereof (hereinafter the "SECURITY INTEREST");

WHEREAS, SECURITY INTEREST was recorded with the United States Patent and Trademark Office on May 8, 2007 at Reel 3537, Frame 0181; and

WHEREAS, GENERAL ELECTRIC CAPITAL CORPORATION with a place of business at 500 West Monroe Street, 12th Floor, Chicago, Illinois 60661, as agent for certain lenders (hereinafter "ASSIGNEE"), has succeeded by that certain Omnibus Amendment Agreement dated February 15, 2008, and is desirous of succeeding of record, to the rights thus owned by ASSIGNOR and acquiring of record therefrom all of ASSIGNOR's right, title and interest in, to and under the SECURITY INTEREST;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR effective February 15, 2008, did and hereby does assign, transfer and convey to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the SECURITY INTEREST in all jurisdictions.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the SECURITY INTEREST is recorded or in which an application for recordation of the SECURITY INTEREST is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the SECURITY INTEREST, and to issue the Notice of Recordation resulting from any such application for recordation of the SECURITY INTEREST to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to transfer the SECURITY INTEREST to ASSIGNEE, to effectuate and validate this Confirmatory Assignment of Security Interest, to record this Confirmatory Assignment of Security Interest of the SECURITY INTEREST to ASSIGNEE with the United States Patent & Trademark Office and the appropriate agencies and offices of all jurisdictions in which the SECURITY INTEREST is or may be recorded or in which applications for recordation of the

SECURITY INTEREST are pending, under the relevant laws of the United States or any other jurisdictions.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Confirmatory Assignment of Security Interest as of this 10th day of March, 2008.

JPMORGAN CHASE BANK, N.A.

By: [Signature]
Name: David Lehner
Title: Vice President

SEAL


State of Illinois)
County of Cook) ss

On this 10th day of March, 2008, before me personally appeared David Lehner to me personally known, who being duly sworn, did say that he/she is the Vice President of JPMORGAN CHASE BANK, N.A. and that he/she duly executed the foregoing instrument for and on behalf of JPMORGAN CHASE BANK, N.A., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public



SCHEDULE A

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
	3,149,221	09/26/2006