

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iStar Financial Inc., as Administrative Agent		04/20/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	CUSA AWC, LLC		
Street Address:	7701 Wilbur Way		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95828		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2197821	ALL WEST	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.951.7100		
Email:	tmfilings@fishneave.com		
Correspondent Name:	Justin E. Call		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2624		
ATTORNEY DOCKET NUMBER:	FPIB-174		
NAME OF SUBMITTER:	Justin E. Call		
Signature:	/Justin E. Call/		

CH \$40.00 2197821

Date:

04/07/2008

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 20, 2007, by iStar Financial Inc., as Administrative Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and CUSA AWC, LLC, a Delaware limited liability company ("Company"), were parties to that certain Trademark Security Agreement dated as of April 25, 2006 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Company granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Company to the financial institutions (collectively, the "Lenders") from time to time party to that certain Loan and Security Agreement dated as of April 25, 2006 by and among Company, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on April 27, 2006 at Reel 003298, Frame 0592; and

WHEREAS, Company has requested that Agent release its security interest in the Trademarks and reassign the same to Company;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Company's right, title and interest in and to all of the following (the "Trademark Collateral");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to on Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license referred to on Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

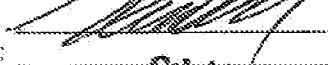
(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

2. Agent hereby reassigns, grants and conveys to Company, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Company's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ISTAR FINANCIAL INC., as Agent

By: 
Name: _____
Title: Gabriel Lubiner
Credit Asset Manager

Trademark Release - CUSA AWC, LLC

TRADEMARK
REEL: 003753 FRAME: 0639

EXHIBIT A to Trademark Release and Reassignment

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	All West (Stylized)	2,197,821	10/20/1998