

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
General Electric Capital Corporation		07/15/2008	Administrative Agent:

RECEIVING PARTY DATA

Name:	Skylight Financial, Inc.
Street Address:	450 Lexington Avenue
Internal Address:	Suite 3350
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2848978	BANK ACCOUNT IN A CARD
Registration Number:	2971626	SKYLIGHT FINANCIAL
Registration Number:	2595005	SKYLIGHT
Registration Number:	2887229	TERMPAY
Registration Number:	3388583	SKYPOSIT

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8331
 Email: HWRITM@hunton.com
 Correspondent Name: Stephen P. Demm
 Address Line 1: 951 East Byrd Street
 Address Line 2: Riverfront Plaza, East Tower
 Address Line 4: Richmond, VIRGINIA 23219-4074

CH \$140.00 2848978

ATTORNEY DOCKET NUMBER:	64226.1157
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	07/21/2008
Total Attachments: 4 source=GE Capital Termination of Security Int#page1.tif source=GE Capital Termination of Security Int#page2.tif source=GE Capital Termination of Security Int#page3.tif source=GE Capital Termination of Security Int#page4.tif	

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of July 15, 2008, from General Electric Capital Corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and L/C Issuers, (as defined in the Credit Agreement, dated as of July 13, 2007 (as the same may be amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement")) to Skylight Financial, Inc. ("Grantor"), a Delaware corporation having a place of business at 450 Lexington Avenue, Suite 3350, New York, New York 10017.

WITNESSETH:

WHEREAS, pursuant to Guarantee and Collateral Agreement dated as of July 13, 2007, in favor of GE Capital (the "Guarantee and Collateral Agreement") and the Trademark Security Agreement dated as of July 13, 2007, in favor of GE Capital (the "Trademark Collateral Agreement"), a security interest (the "Security Interest") was granted by Grantor to GE Capital in the Trademark Collateral (as defined in the Trademark Collateral Agreement);

WHEREAS, the Trademark Collateral Agreement was recorded in the United States Patent and Trademark Office, at Reel 3590, Frame 0720 on July 27, 2007; and

WHEREAS, GE Capital now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, GE Capital hereby states as follows:

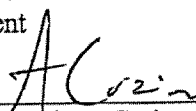
1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Collateral Agreement.
2. Release of Security Interest. GE Capital hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral including the Trademark Collateral listed in Exhibit 1 attached hereto. Any and all right, title, or interest of GE Capital in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.
3. Further Assurances. GE Capital hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION

as Agent

By: _____



Name: Andrew Crain

Title: Duly Authorized Signatory

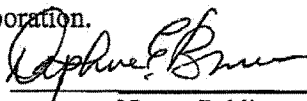
ACKNOWLEDGMENT OF AGENT

State of New York)

County of New York)

ss.

On this ___ day of July, 2008, before me personally appeared Andrew Grain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GENERAL ELECTRIC CAPITAL CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



**EXHIBIT 1 TO THE
TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

1. REGISTERED U.S. TRADEMARKS

<u>Mark</u>	<u>Int'l Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
BANK ACCOUNT IN A CARD.	36	2,848,978	6/1/04
SKYLIGHT FINANCIAL	36	2,971,626	7/19/05
SKYLIGHT	36	2,595,005	7/16/02
TERMPAY	36	2,887,229	9/21/04
SKYPOSIT	36	3,388,583	2/26/08