

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

5024-69

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):
American Capital Financial Services, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation,
Internal _____ as agent
Address: _____

Street Address: 100 California St
City: San Francisco
State: CA
Country: USA Zip: 94111

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)

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

Execution Date(s) December 8, 2006

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

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: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

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: [Signature] 10/21/08
 Signature _____ Date _____
 Name of Person Signing Laura Konrath

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 \$90.00 232428 76642257

Continuation
Item 4

SCHEDULE A

	<u>Type</u>	<u>Reg./Serial No.</u>
1	U.S. Trademark	1,390,978
2	U.S. Trademark Application	76/642,257
3	U.S. Trademark Application	76/642,258

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST

WHEREAS, AMERICAN CAPITAL FINANCIAL SERVICES, INC. (hereinafter "ASSIGNOR"), holds a security interest in and to certain trademarks and trademark applications 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 trademark registrations and applications for registration and connected with the use thereof (hereinafter the "SECURITY INTEREST"), said SECURITY INTEREST recorded at Reel 003313, Frame 0700 with the U.S. Patent and Trademark Office Assignment Division; and

WHEREAS, GENERAL ELECTRIC CAPITAL CORPORATION (hereinafter "ASSIGNEE"), has succeeded by that certain Amended and Restated Credit Agreement dated on or about November 10, 2006, and is desirous of succeeding of record, to the rights thus held 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 as of the date hereof, 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 reasonably necessary to transfer the SECURITY INTEREST to ASSIGNEE, to effectuate and validate this Confirmatory Assignment, to record this Confirmatory Assignment of the SECURITY INTEREST to ASSIGNEE with the United States Patent and 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.

IN WITNESS WHEREOF, the undersigned has executed this Confirmatory Assignment as of this 9 day of ~~November~~ 2006.
9th December

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By: [Signature]
Name: Bill Bujaka
Title: VP

SEAL

State of California
) ss
County of Los Angeles

On this 9th day of November, 2006, before me personally appeared Bill Bujaka to me personally known, who being duly sworn, did say that he/she is the Vice President of AMERICAN CAPITAL FINANCIAL SERVICES, INC. and that he/she duly executed the foregoing instrument for and on behalf of AMERICAN CAPITAL FINANCIAL SERVICES, INC., 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



[Signature page to IP Assignment]

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