

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCC Service Co., Inc.		10/28/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Street Address:	515 N. Flagler Drive		
Internal Address:	Suite 700		
City:	West Pam Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3352804	FIRST CAPITAL TEMPFUNDS	
Registration Number:	3352803	FIRST CAPITAL BUSINESS CREDIT	
CORRESPONDENCE DATA			
Fax Number:	(904)598-6212		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(904) 598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 North Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
Signature:	/Katharine F. Rowe/		

OP \$65.00 3352804

Date:

10/31/2008

Total Attachments: 2

source=FIRST CAPITAL TEMPFUNDS and FIRST CAPITAL BUSINESS CREDIT Assignment Document#page1.tif

source=FIRST CAPITAL TEMPFUNDS and FIRST CAPITAL BUSINESS CREDIT Assignment Document#page2.tif

Assignment of Trademarks

This agreement (the "Agreement") effective as of the 28th day of October, 2008, is entered into by and between FCC Service Co., Inc., a Florida corporation with offices at 515 N. Flagler Drive, Suite 700, West Palm Beach, Florida 33401 ("Assignor") and FCC, LLC, a Florida limited liability company, with offices at 515 N. Flagler Drive, Suite 700, West Palm Beach, Florida 33401 ("Assignee").

Whereas, Assignor has agreed to assign any ownership rights that it has in the marks "FIRST CAPITAL TEMPFUNDS" and "FIRST CAPITAL BUSINESS CREDIT" (the "Marks") to Assignee; and

Now therefore, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the date hereof, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Marks include: any and all of Assignor's common law, statutory and international rights in the Marks; any and all of Assignor's rights in the federal registrations for the Marks, Reg. No. 3,352,804 and Reg. No. 3,352,803; all of Assignor's rights to sue for infringement of the Marks; and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, all of the foregoing the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Marks not been made.

2. Quit Claim Status of Assignment. Assignor makes no representations or warranties in connection with its rights in the Marks, it being understood that Assignor is assigning any rights it may have therein "as is" and without warranty of any kind. All warranties and representations are hereby expressly disclaimed.

3. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.

4. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

FCC SERVICE CO, INC.

By: Thomas F. Berner
Thomas F. Berner
Executive Vice President and
General Counsel

State of FLORIDA)
) ss.:
County of WEST PALM BEACH)

On this 28 day of October, 2008, before me, a notary public, personally appeared Thomas F. Berner, who acknowledged that he is the Executive Vice President and General Counsel of FCC Service Co., Inc., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such officer.

Witness my hand and official seal.

[SEAL]

[Signature]
Notary Public
My commission expires: 11/15/2010



FCC, LLC
By: Thomas F. Berner
Thomas F. Berner
Executive Vice President and
General Counsel

State of FLORIDA)
) ss.:
County of WEST PALM BEACH)

On this 28 day of October, 2008, before me, a notary public, personally appeared Thomas F. Berner, who acknowledged that he is the Executive Vice President and General Counsel of FCC, LLC and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such officer.

Witness my hand and official seal.

[SEAL]

[Signature]
Notary Public
My commission expires: 11/15/10

