

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Countrywide Bank, FSB		11/08/2008	INC. ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America Corporation		
<b>Street Address:</b>	100 North Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3325679	EVERY INVESTOR COUNTS	
Registration Number:	2867357	HOW HARD IS YOUR MONEY WORKING?	
Registration Number:	3166047	LIVE A LITTLE MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)733-8473		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(336) 721-3747		
<b>Email:</b>	trademarkswinston@wcsr.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	One West Fourth Street		
<b>Address Line 2:</b>	Womble Carlyle Sandridge & Rice, PLLC		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	50195.1254.3		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		

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Signature:	/Randy Springer/
Date:	01/13/2009
Total Attachments: 4 source=COUNTRYWIDE BANK#page1.tif source=COUNTRYWIDE BANK#page2.tif source=COUNTRYWIDE BANK#page3.tif source=COUNTRYWIDE BANK#page4.tif	

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of Nov. 8, 2008, is from COUNTRYWIDE BANK, FSB, an incorporated association organized under the laws of the United States and having a principal place of business at 225 W. Hillcrest Drive, Thousand Oaks, California 91360 ("Assignor"), to BANK OF AMERICA CORPORATION, a Delaware corporation having a place of business at 100 North Tryon Street, Charlotte, North Carolina 28255 ("Assignee").

### WITNESSETH:

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) all trademark applications and registrations in the United States for the mark in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark, ((i) and (ii) collectively the "Trademark") and (iii) any and all goodwill of the business associated with the Trademark;

*WHEREAS*, Assignee, is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Trademark pertains and desires to acquire the Trademark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, and (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, the Trademark registration and application thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

**TRADEMARK**

**REEL: 003917 FRAME: 0818**


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

COUNTRYWIDE BANK, FSB

BANK OF AMERICA CORPORATION

By:   
Jack W. Schakett

By: \_\_\_\_\_

Its: Chief Operating Officer

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

COUNTRYWIDE BANK, FSB

BANK OF AMERICA CORPORATION

By: \_\_\_\_\_

By: *Allen A. Kruel*

Its: \_\_\_\_\_

Its: SECRETARY

**EXHIBIT A**

Registrations

<b>Mark</b>	<b>Reg. No.</b>	<b>Issued</b>
EVERY INVESTOR COUNTS	3,325,679	October 30, 2007
HOW HARD IS YOUR MONEY WORKING?	2,867,357	July 27, 2004
Live a Little More	3,166,047	October 31, 2006

WCSR 4004915v1