

**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>
UPIB, Inc.		05/03/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CFH Acquisition LLC		
<b>Street Address:</b>	c/o Perry Capital, LLC		
<b>Internal Address:</b>	599 Lexington Ave, Floor 36		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73783190	TEMPFUNDS AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	joshua.peck@weil.com, beth.akers@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 1:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	67559-0005 J. PECK		
<b>NAME OF SUBMITTER:</b>	Joshua Peck		
<b>Signature:</b>	/Joshua Peck/		
<b>Date:</b>	01/30/2009		

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**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT by and between UPIB, Inc., a Delaware corporation ("Assignor") and CFH Acquisition, LLC, a Delaware limited liability company, its successors, and assigns ("Assignee").

### WITNESSETH:

WHEREAS, Assignee, Regions Financial Corporation, a Delaware corporation and parent of Assignor ("Regions"), and Capital Factors Holdings, Inc., a Florida corporation and wholly-owned subsidiary of Assignor ("CFH" and together with Regions, "Sellers"), are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated March 31, 2005 pursuant to which Sellers have agreed to sell the Business to the Assignee and Assignee has agreed to purchase the Business from Sellers;

WHEREAS, Assignor owns the entire right, title and interest, both statutory and common law rights, in and to the Marks associated with the Business including, but not limited to, those listed on Schedule A hereto;

WHEREAS, in connection with the Purchaser Agreement, Assignor desires to assign the Marks to Assignee, and Assignee desires to receive such assignment;

NOW, THEREFORE, in consideration of the above premises, the agreements of the parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Section 1. Assignment/Cooperation.

1.1 Grant of Assignment. Assignor hereby assigns to Assignee: its entire worldwide right, title, interest in and to the Marks including any similar trademarks and service marks, any mark and service mark rights that may result therefrom together with the goodwill of the business symbolized by the Marks; the rights of protection to the same throughout the world; the right to file foreign applications under any convention or treaty; any pending claims against third parties with respect thereto; and the right to recover for any past infringement thereof; such marks and applications to be held and enjoyed by Assignee for its own use and behoof and for the use and behoof of its successors and assigns, to the full end of the term of any such applications or registrations or other rights of protection that may be granted as fully and as entirely as the same would have been held and enjoyed by the Assignor had the assignment not been made.

1.2 Cooperation. For a period of two years following the date of execution of this Agreement, Assignee and Assignor agree to cooperate reasonably with each other, to promptly execute and deliver such other documents, instruments of transfer or assignment, files, books and records and to do all such further acts and things as may be reasonably required to secure for Assignee, its successors and assigns, the entire right, title and interest in and to the Marks.

Section 2. Use.

2.1 Cessation of Use. Assignor agrees to immediately discontinue all direct sales of products or services in connection with the Marks. Further, Assignor shall immediately take steps to cease other use of the Marks except as provided in the Purchase Agreement. Assignor shall ensure that all uses of the Marks other than sales through distributors of existing products cease within 72 hours of the execution of this agreement except as otherwise provided for in the Purchase Agreement.

2.2 Property of Assignee. Assignor acknowledges the value of the Marks and the goodwill associated therewith and acknowledges that after the Assignment Date such goodwill shall be a property right belonging to Assignee and that after the Assignment Date, Assignee shall be the owner of all trademark, goodwill and other rights in the Marks. Assignor shall not intentionally do anything inconsistent with Assignee's ownership of the Marks, except as provided in the Purchase Agreement. Except as provided in the Purchase Agreement, neither the Assignor, nor any entity which is affiliated with or under the control of Assignor, will at any time during or after the termination of this Agreement, adopt, use, register or seek to register any name or mark anywhere in the world which is identical to the Marks or which is so similar thereto as to constitute a colorable imitation thereof or to suggest some association, sponsorship and/or endorsement by Assignee. Assignor further agrees that it will not during the term of this Agreement or thereafter do, cause, or assist any acts which challenge the validity of the Marks or Assignee's ownership rights therein. Assignor shall reasonably cooperate with Assignee as may be reasonably necessary for Assignee or its designee to protect, prosecute or defend its rights with respect to the Marks, at Assignee's expense. Nothing in this Agreement shall confer any rights under any other trademarks or trade names of the Assignor and Assignee or their respective companies to one another.

2.3 Quality Control. All goods and services produced, marketed, distributed or sold by Assignor's distributors or Affiliates bearing the Marks shall be of equal or superior quality to similar goods and services heretofore produced, marketed, distributed or sold by Assignor bearing the Marks. Assignor's and its Affiliates' use of the Marks shall be in a manner and quality consistent with Assignor's and its Affiliates' prior use of the Marks consistent with the terms hereof and with the Purchase Agreement.

Section 3. Term and Termination.

3.1 General. Subject to Section 3.3 hereof, this Agreement shall commence and be effective as of the Closing Date (the "Assignment Date").

3.2 Right to Terminate by Assignee. Assignee may terminate this Agreement or any portion thereof and the rights granted hereunder upon thirty (30) days notice from Assignee of a material breach of the terms of this Agreement and a failure of Assignor diligently to begin to take substantial steps to cure said breach within the thirty (30) day period after the date on which the Assignors receive notice of the breach. By way of example only and not intended to be limited hereby, it shall be a material breach of this

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Agreement if Assignor materially breaches any of the provisions contained in Articles 2.1 and 2.3 if Assignee finds products to be of deficient quality or promoted in a deceptive or misleading manner; if Assignor becomes insolvent; if any other event occurs whereby the Assignor's rights under this Agreement might by operation of law or otherwise devolve upon or pass to another person, firm, corporation, or entity other than the Assignor.

3.3 Survival of Certain Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2.2, 3.3, 5.7, and 5.8 shall survive any termination or expiration of this Agreement.

Section 4. Notices. Every notice or other communication required or contemplated by this Agreement by any party shall be delivered either by (a) personal delivery, (b) certified mail, postage prepaid, return receipt requested, (c) nationally recognized overnight courier, such as Federal Express or UPS, or (d) confirmed facsimile transmission with hard copy via U.S. Mail, addressed to the party or parties for whom intended at the following addresses:

Assignor: UPIB, Inc.  
c/o Regions Financial Corporation  
417 North 20th Street  
Birmingham, Alabama 35203  
Facsimile: (205) 326-7751  
Attention: R. Alan Deer

With a copy to:

Alston & Bird LLP  
601 Pennsylvania Avenue, N.W.  
North Building, 10th Floor  
Washington, DC 20004  
Facsimile: (202) 756-3333  
Attention: Frank M. Conner III

Assignee: CFH Acquisition LLC  
c/o Perry Capital, LLC  
599 Lexington Ave, Floor 36,  
New York, NY 10022  
Facsimile: (212) 583-4040  
Attention: Andrew H. Tananbaum and Nathaniel Klipper

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With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Ave.  
New York, New York 10153  
Attn.: Stephen D. Kahn, Esq.  
(212) 310-8000

or at such other address as the intended recipient previously shall have designated by written notice to the other parties. Notice by certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. Notice delivered in person or sent by courier shall be deemed to have been delivered to and received by the addressee and effective on the date of delivery.

Section 5. Miscellaneous.

5.1 Defined Terms. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

5.2 No Waiver. A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement.

5.3 Successors and Assigns; Assignment. This Agreement shall obligate and benefit the parties, and their permitted receivers, trustees, successors, and other representatives. Assignee may assign this Agreement in its entirety to any third party.

5.4 Governing Law. This Agreement shall be governed by and construed under the internal law of the State of New York without regard to the principles of conflicts of law.

5.5 Entire Agreement. This is the entire agreement of the parties, and supersedes all prior agreements and communications, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless made in writing and signed by Assignee and Assignor.

5.6 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

5.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without

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invalidating the remainder of such provision or the remaining provisions of this Agreement.

5.8 Specific Performance. It is recognized and agreed by all parties that certain of the rights which are subject to this Agreement are unique and are of such a nature as to be inherently difficult or impossible to value monetarily. It is thus agreed that, in the event of a breach of this Agreement by any party, an action at law for damages or other remedies at law may be inadequate to protect the unique rights and interests of the parties hereto. Therefore each party agrees that in the event of any controversy concerning the subject matter of this Agreement, the terms of this Agreement may be sought to be enforced in a court of equity by a decree of specific performance or injunctive relief. Such a remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

[Signature Page of Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Executed this 3 day of May, 2005

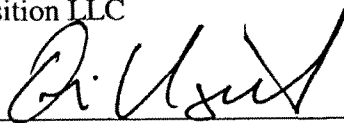
UPIB, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CFH Acquisition LLC

Signature: 

Name: Ori Uziel

Title: Secretary


[Signature Page of Trademark Assignment Agreement]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Executed this 20 day of April, 2005

UPIB, Inc.

By: 

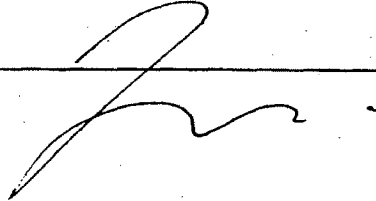
Name: Steven Hantelman

Title: Vice President

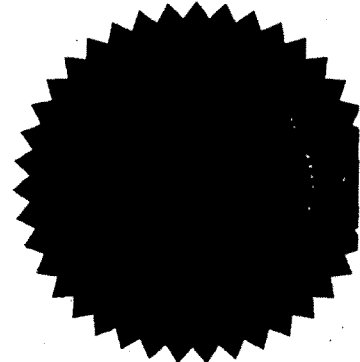
ISLANDS  
STATE OF BERMUDA )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On 20<sup>th</sup> April, 2005, before me, the undersigned a Notary Public in and for said state, personally appeared STEVEN W. HANTELMAN, personally known to me or proved to me on the basis of satisfactory evidence to the person who executed the within instrument, and acknowledged to me that such entity executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature 

JONATHAN L. EVANS  
NOTARY PUBLIC  
22 VICTORIA STREET  
HAMILTON  
BERMUDA



SCHEDULE A

Mark	Reg. Or Serial No
CAPITAL FACTORS	1,666,940
CAPITAL BUSINESS CREDIT	2,143,887
TEMPFUNDS AMERICA	73,783,190

[Signature Page of Trademark Assignment Agreement]