

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest (from currently recorded secured party to a new secured party)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		02/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street, Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2668959	DEFEASE WITH EASE	
CORRESPONDENCE DATA			
Fax Number:	(212)504-6666		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-504-6526		
Email:	anna.erenburg@cwt.com, docketing@cwt.com		
Correspondent Name:	Anna Erenburg		
Address Line 1:	Cadwalader, Wickersham & Taft LLP		
Address Line 2:	One World Financial Center		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	96405.001		
NAME OF SUBMITTER:	Anna Erenburg		
Signature:	/Anna Erenburg/		

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REEL: 003932 FRAME: 0443

Date:

02/09/2009

Total Attachments: 4

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**ASSIGNMENT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Assignment"), dated as of February 6, 2009 is made by Morgan Stanley Senior Funding, Inc., a Delaware corporation, having an address at 745 Seventh Avenue, New York, New York 10019, in its capacity as former administrative agent (the "Retiring Agent and Assignor") for the lenders party to (a) that certain Security Agreement, dated as of February 10, 2006 (as amended, supplemented or otherwise modified from time to time, including the reaffirmation of such agreement by the Security Agreement Reaffirmation Agreement dated as of February 8, 2007, the "Security Agreement"), made by Commercial Defeasance, LLC, a North Carolina limited liability company (the "Borrower"), CD Investment Holdings, LLC, a Delaware limited liability company ("Holdco"), Loan Servicing Solutions, LLC, a North Carolina limited liability company ("LSS") and Defeasance Holding Company, LLC, a North Carolina limited liability company ("DHC", and together with Holdco, the Borrower, LSS and each Person which may, from time to time, become party thereto as a grantor, each a "Grantor", and collectively, the "Grantors") in favor of Morgan Stanley Senior Funding, Inc. as administrative agent for certain lenders; (b) that certain Amended and Restated Credit Agreement, dated as of February 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdco, the several lenders from time to time party to the Credit Agreement, and the Retiring Agent and Assignor; (c) that certain Consent and Amendment, dated as of April 28, 2008 (the "Consent and Amendment"), among the Borrower, Holdco, SBE Holdco, LLC, the Retiring Agent and Assignor, NewStar Financial, Inc. ("NewStar") and the Lenders, as defined therein; and (d) that certain Memorandum of Security Interest in Trademarks, dated as of February 10, 2006 (the "Prior Memorandum of Security Interest in Trademarks"), signed by the Borrower, to NewStar Financial, Inc., a Delaware corporation having an address at 500 Boylston Street, Suite 1600, Boston, Massachusetts 02116.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to an Administrative Agent a continuing security interest in, and a continuing lien upon, the Trademarks, including trademarks listed on the annexed Exhibit A, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, which security interest can be terminated only in accordance with the terms of the Security Agreement;

WHEREAS, pursuant to the Consent and Amendment, as of April 25, 2008 NewStar succeeded the Retiring Agent and Assignor as the Administrative Agent under the Security Agreement and Credit Agreement, and, accordingly, NewStar has succeeded to the rights and duties of the Retiring Agent and Assignor;

NOW, THEREFORE, in consideration of the promises contained herein, the Retiring Agent and Assignor and NewStar hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement, the Credit Agreement or the Consent and Amendment, as applicable.

SECTION 2. Assignment of the Security Interest. The Retiring Agent and Assignor hereby assigns and transfers to NewStar all its rights, obligations and remedies as the Administrative Agent, including but not limited to the security interest in the Trademarks now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (including, without limitation, those Trademarks listed on Schedules A hereto) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's obligations.

SECTION 3. Purpose. This Assignment has been executed and delivered by the Retiring Agent and Assignor for the purpose of recording the transfer of all its rights, obligations and remedies as the Administrative Agent, including but not limited to the transfer of the Retiring Agent and Assignor's security interest in the Trademarks, with the United States Patent and Trademark Office and any other United States or foreign entity that requires or allows the (a) recordation of the grant of security interest and/or (b) the transfer of such security interest.

SECTION 4. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered on February __, 2009.

MORGAN STANLEY SENIOR FUNDING INC.,
as retiring administrative agent and assignor

By


Name: STEPHEN B. KING
Title: VP

ACKNOWLEDGED BY:

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By RCB
Name: Robert Buzdon
Title: Portfolio Manager

Exhibit A

TRADEMARKS

**Serial No.
or Registration No.**

2,668,959

**Issue or File Date
(Renewal Date, if Applicable)**

December 31, 2002

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