

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Edgeview Partners LLC		06/17/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT GROUP INC.		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2738279	EDGEVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)916-2940		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	2122975800		
<b>Email:</b>	mpena@daypitney.com, nytrademark@daypitney.com		
<b>Correspondent Name:</b>	ELYSE A. MARCUS		
<b>Address Line 1:</b>	DAY PITNEY LLP		
<b>Address Line 2:</b>	7 TIMES SQUARE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-7311		
<b>ATTORNEY DOCKET NUMBER:</b>	406539-122030		
<b>NAME OF SUBMITTER:</b>	Elyse A. Marcus		
<b>Signature:</b>	/Elyse A. Marcus/		

OP \$40.00 2738279

Date:

05/22/2009

**Total Attachments: 8**

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

CIT GROUP INC.

and

EVP HOLDINGS, LLC

and

EDGEVIEW PARTNERS LLC

As of June 17, 2007

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"Indebtedness" means, with respect to the Company and its Subsidiaries, (i) any indebtedness for borrowed money, whether short term or long term, (ii) any indebtedness arising under capitalized leases under GAAP, whether short term or long term, (iii) all liabilities secured by any Encumbrance (other than Permitted Exceptions) on any property owned by the Company, (iv) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect the Company against fluctuations in interest rates, (v) all indebtedness for the deferred purchase price of property or services represented by a note, (vi) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i) through (v), and (vii) all indebtedness referred to in the foregoing clauses (i) through (vi) which is directly or indirectly guaranteed by the Company.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, technical data, designs, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

"Intellectual Property Agreements" has the meaning set forth in Section 4.23(d).

"Investment Advisers Act" means the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"IRS" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge" of a particular fact or matter shall be deemed to exist with respect to an individual when (a) such individual has Actual Knowledge of such fact or matter, (b) a prudent individual should have discovered or otherwise become aware of such fact or matter in the course of performing his or her duties as a director, member or officer of a Person, or (c) a prudent individual should have discovered or otherwise become aware of such fact or matter in connection with or following a reasonable investigation relating thereto (but shall not include inquiries of the Company's clients, suppliers, third party representatives or other third parties). A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is currently serving as a director or officer of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter. The definition of "Knowledge" as described in this paragraph shall not be applicable to the usage of the term "Actual Knowledge" in this Agreement.

"Knowledge of the Seller" means the Knowledge of the Seller, any of the Executive Retained Employees or Robert L. Kreidler, Jr.

4.20 Broker Fees. Other than amounts due to Sandler, O'Neill & Partners, L.P., the Company has not incurred any Liability for a fee, commission or other compensation on account of the employment of a broker or finder in connection with the Contemplated Transactions.

4.21 Indebtedness. The Company does not have any outstanding Indebtedness.

4.22 Powers of Attorney. Except as set forth in Section 4.22 of the Company Disclosure Schedule, there are no outstanding powers of attorney executed by the Company.

4.23 Intellectual Property.

(a) Except as set forth in Section 4.23(a) of the Company Disclosure Schedule, the Company (i) owns all Intellectual Property used in or which is otherwise necessary for the operation of the business of the Company as presently conducted ("Company Intellectual Property") or (ii) has enforceable rights to use pursuant to license, sublicense, agreement, or permission all Intellectual Property used in or which is otherwise necessary for the operation of the business of the Company as presently conducted. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing hereunder, including trade names, customer lists, website addresses or URLs, trademarks, and service marks, will be owned or available for use, as the case may be, by the Buyer on identical terms and conditions immediately subsequent to the Closing hereunder. The Company has taken all reasonably necessary action to maintain and protect the confidentiality of its trade secrets.

(b) Section 4.23(b) of the Company Disclosure Schedule sets forth a true and complete list, as of the date of this Agreement, of (i) all Company Intellectual Property and (ii) all active registrations and applications for registration of any Company Intellectual Property. Any active registrations for Company Intellectual Property are valid and enforceable in accordance with their respective terms.

(c) The Company has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties and has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). No third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Company.

(d) Section 4.23(d) of the Company Disclosure Schedule sets forth a true and complete list, as of the date of this Agreement, of all agreements (including outstanding decrees, Orders, judgments, settlement agreements or stipulations) to which the Company is a party or otherwise bound (whether oral or written, and whether between the Company and an independent party or inter-corporate) that contain provisions (i) granting the Company any rights in Intellectual Property (other than "shrink-wrap" or "off-the-shelf" software, or software for which the license fees, royalties, maintenance fees and support fees do not exceed \$50,000 on an annual basis), (ii) granting to a third party the right to use any Company Intellectual Property or (iii) covenanting not to sue any party for breach, violation, infringement, misappropriation or, in the case of trademark rights, dilution in violation of Applicable Law of any Company Intellectual Property ((i), (ii) and (iii), collectively, the "Intellectual Property Agreements").

(e) Except as set forth in Section 4.23(e) of the Company Disclosure Schedule, the execution and delivery of this Agreement by the Company, and the performance and consummation of the Contemplated Transactions, will not cause the Company to be in violation or default under any Intellectual Property Agreement, nor entitle any other party to terminate any Intellectual Property

Agreement. All of the Intellectual Property Agreements are enforceable against the parties thereto, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by bankruptcy, insolvency, moratorium and similar Laws affecting creditors' rights and remedies generally, and there exists no event or condition that will result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default by the Company or any other party thereto, under any Intellectual Property Agreement.

(f) The Company has, since January 1, 2004, complied with (i) all Applicable Laws and (ii) their and their licensors' policies and procedures, in each case, relating to privacy, data protection and the collection and use of personal information and user information gathered or accessed in connection with the Company's businesses, including the Health Insurance Portability and Accountability Act of 1996, as amended.

4.24 Real Property. The Company does not currently and has never owned any real property. Section 4.24 of the Company Disclosure Schedule lists and describes briefly all real property leased or subleased to the Company. The Company has delivered to the Buyer correct and complete copies of the leases and subleases listed in Section 4.24 of the Company Disclosure Schedule. With respect to each lease and sublease listed in Section 4.24 of the Company Disclosure Schedule pursuant to which the Company is currently occupying space:

(a) the lease or sublease is valid and binding and in full force and effect and has not been assigned, transferred or sub-leased by the Company;

(b) the Company is not in breach or default thereof, and no event has occurred which, with notice or lapse of time, would constitute a breach or default by the Company or permit termination, modification, or acceleration thereunder;

(c) neither the Company nor any other party to a lease or sublease has repudiated any provision thereof; and

(d) there are no disputes, oral agreements, or forbearance programs in effect as to the lease or sublease.

4.25 Derivative Products. Except as set forth in Section 4.25 of the Company Disclosure Schedule, the Company is not a party to any interest rate swaps, caps, floors, option agreements, futures and forward contracts and other similar risk management arrangements and derivative financial instruments entered into for the account of the Company.

4.26 Information, Documents and Agreements. All written information, documents and agreements provided by or on behalf of the Seller with respect to or otherwise relating to the Company or the Contemplated Transactions are true, correct and complete in all material respects.

## ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE BUYER

Subject to the disclosure schedule attached hereto (the "Buyer Disclosure Schedule"), the Buyer represents and warrants to the Seller as follows as of the Effective Date and as of the Closing Date. The Buyer Disclosure Schedule will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this ARTICLE V.

Section 4.23(a)

Intellectual Property

None.

Section 4.23(b)

Intellectual Property

Registered Service Mark

Edgeview Partners LLC U.S. Service Mark: EDGEVIEW ®

Registration Number: 2,738,279 (Classes 35 and 36)

Dated July 15, 2003

Internet Domain Name

www.edgeviewpartners.com

Unregistered Service Marks/Trade Names

TOWNSEND/FREW



Section 4.23(d)

Intellectual Property

None.

Section 4.23(e)

Intellectual Property

None.