

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Franklin Financial Corporation		06/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch & Co., Inc.
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2748971	BETTER AND BETTER
Registration Number:	2872550	EASYWRITER
Registration Number:	3297187	FIRST FOR A REASON
Registration Number:	2772693	LET'S GO
Registration Number:	3027757	NATIONPOINT
Registration Number:	3331646	RAPIDPURCHASE
Registration Number:	2780776	TO LIFE
Registration Number:	3387175	BEST SCORE
Registration Number:	1929915	FIRST FRANKLIN

CORRESPONDENCE DATA

Fax Number: (202)737-3330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademark@aegislawgroup.com
 Correspondent Name: Oliver Garcia

OP \$240.00 2748971

Address Line 1: 901 F Street, NW
Address Line 2: Suite 500
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Oliver Garcia
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Signature:	/olivergarcia/
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Date:	07/01/2009
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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into by and between Merrill Lynch & Co., Inc. ("Merrill Lynch") and First Franklin Financial Corporation ("First Franklin"), with an effective date of June 11, 2009 (the "Effective Date").

WHEREAS First Franklin and Merrill Lynch desire to memorialize the conveyance, transfer, and assignment to Merrill Lynch of all of its right, title, and interest in and to the Marks as identified in Schedule A to this agreement (Collectively the "First Franklin Marks"), together with the goodwill of the business symbolized thereby in connection with the services on which the First Franklin Marks are used;

NOW, THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt of which is hereby acknowledged, First Franklin and Merrill Lynch hereby agree as follows:

1. **Assignment.** As of the Effective Date of this Agreement, First Franklin hereby sells, assigns, transfers and conveys to Merrill Lynch the entire right, title, interest in and to the First Franklin Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the First Franklin Marks (including, without limitation, the right to renew any registrations included in the First Franklin Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the First Franklin Marks, and any priority right that may arise from the First Franklin Marks), the same to be held and enjoyed by Merrill Lynch as fully and entirely as said interest could have been held and enjoyed by First Franklin had this sale, assignment, transfer and conveyance not been made.
2. **Recordation. Necessary Documents.** First Franklin authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the First Franklin Marks to Merrill Lynch as assignee of First Franklin's entire right, title and interest therein. Merrill Lynch agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Merrill Lynch's ownership of the First Franklin Marks.
3. **Multiple Copies.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

FIRST FRANKLIN FINANCIAL CORPORATION

MERRILL LYNCH & CO., INC.

By:

By:





Name: MARK M. MALOVS

Name: Janet E. Sullivan

Title: PRESIDENT, CEO & BOARD MEMBER
COUNSEL

Title: Vice President

Date: 6/25/09

Date: 6/26/09

SCHEDULE A: FIRST FRANKLIN OWNED MARKS

Trademark	Application No.	Registration Date	Registration No.
BETTER AND BETTER	78/133,480	8/5/2003	2,748,971
EASYWRITER	78/123,920	8/10/2004	2,872,550
FIRST FOR A REASON	78 /401,954	9/25/2007	3,297,187
LET'S GO	78/133,479	10/7/2003	2,772,693
NATIONPOINT	78/473,357	12/13/2005	3,027,757
RAPIDPURCHASE	78/743,700	11/6/2007	3,331,646
TO LIFE	78/133,484	11/4/2003	2,780,776
BEST SCORE	78/907,241	2/19/2008	3,387,175
FIRST FRANKLIN	74/597,148	10/24/1995	1,929,915