

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, acting through its Caymen Island Branch, as Collateral Agent		07/21/2009	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
Internal Address:	c/o Wilmington Trust FSB		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3109958	SPIRIT FINANCE CORPORATION	
Registration Number:	3160839	UNLEASHING THE POWER OF REAL ESTATE	
Serial Number:	78449954	OPEN ARCHITECTURE	
Registration Number:	2834604	THE V FORMULA COMPANY	
Registration Number:	2830180	VALUE CREATED THROUGH EFFICIENT CAPITALIZATION	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.408.3121x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		

CH \$140.00 3109958

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 072817

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 07/21/2009

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is entered into as of this 21 day of July, 2009 by and between CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("Assignor") and WILMINGTON TRUST COMPANY (the "Assignee").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 1, 2007 and recorded with the United States Patent and Trademark Office on August 9, 2007 at Reel 3598, Frame 0489 (as amended, restated, supplemented or otherwise modified, from time to time, the "Security Agreement") made by Spirit Finance Corporation ("Grantor") in favor of Assignor, Grantor granted and pledged to the Assignor, for the benefit of the Secured Parties (as defined therein), a lien and security in all of the right, title and interest of Grantor in, to and under the trademark registrations, trademark applications and trademark licenses set forth on Schedule A hereto (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Successor Agent Agreement dated as of July 8, 2009 (as amended, restated, supplemented or otherwise modified, from time to time, the "Successor Agreement") among the Assignor, Assignee and Grantor, Assignor resigned as the collateral agent for the Secured Parties under the Security Agreement and Assignee was appointed the collateral agent for the Secured Parties under the Security Agreement; and

WHEREAS, in furtherance of the foregoing, the Assignor wishes to assign to the Assignee its lien and security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

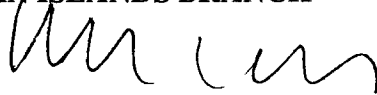
1. The Assignor hereby assigns to the Assignee its lien and security interest in the Trademarks.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.
3. This Assignment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Signature Page to Follow]

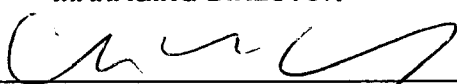
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

**CREDIT SUISSE,
CAYMAN ISLANDS BRANCH**

By: 

Name:
Title: **ROBERT HETU
MANAGING DIRECTOR**

By: 

Name:
Title: **CHRISTOPHER REO DAY
ASSOCIATE**

ASSIGNEE:

WILMINGTON TRUST COMPANY

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

**CREDIT SUISSE,
CAYMAN ISLANDS BRANCH**

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNEE:

WILMINGTON TRUST COMPANY

By: _____

Name:

Title: James A. [Signature]
Vice President

SCHEDULE A

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number	Trademark
Spirit Finance Corporation	3109958	SPIRIT FINANCE CORPORATION WITH DESIGN
Spirit Finance Corporation	3160839	UNLEASHING THE POWER OF REAL ESTATE

Applications:

Owner	Serial Number	Trademark
Spirit Finance Corporation	78449954	OPEN ARCHITECTURE

Licenses:

Owner	Registration Number	Trademark
Christopher H. Volk (use licensed to Spirit Finance Corporation)	2834604	THE V FORMULA COMPANY
Christopher H. Volk (use licensed to Spirit Finance Corporation)	2830180	VALUE CREATED THROUGH EFFICIENT CAPITALIZATION