

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRANSFER OF PATENT AND TRADEMARK SECURITY AGREEMENT TO FCC, LLC, d/b/a FIRST CAPITAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Siemens First Capital Commercial Finance, LLC		05/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC, d/b/a First Capital		
<b>Street Address:</b>	3520 NW 58th Street		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73112		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76666261	PRONTO!	
<b>Serial Number:</b>	76607370	SKIP * HOP	
<b>Serial Number:</b>	77170226	SKIP HOP	
<b>Serial Number:</b>	76666259	SPARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.527.7700		
<b>Email:</b>	tmdocket@darbylaw.com		
<b>Correspondent Name:</b>	Paul Fields/Darby & Darby P.C.		
<b>Address Line 1:</b>	P.O. Box 770, Church Street Station		
<b>Address Line 4:</b>	New York, NEW YORK 10008-0770		
<b>ATTORNEY DOCKET NUMBER:</b>	20790/8203474-000		

CH \$115.00 76666261

**900142810**

**TRADEMARK  
 REEL: 004058 FRAME: 0667**

NAME OF SUBMITTER:	Paul Fields
Signature:	/Paul Fields/
Date:	09/09/2009

**Total Attachments: 13**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between FCC, LLC, d/b/a First Capital, a Florida limited liability company (the "Purchaser") and SIEMENS FIRST CAPITAL COMMERCIAL FINANCE, LLC a Delaware limited liability company, (the "Seller"), this 28th day of May, 2009 (the "Closing Date").

### R E C I T A L S:

WHEREAS, Seller has made certain revolving and term loans to SKIP HOP, INC., a New York corporation, pursuant to that certain Loan and Security Agreement, dated as of April 15, 2008 (referred to herein as the "Borrower") between Seller and the Borrower; and

WHEREAS, the agreements with Borrower, together with all other documents and instruments securing or otherwise evidencing the Loan as set forth on Exhibit A, are collectively referred to as the "Loan Documents."

NOW, THEREFORE, in consideration of the payment of the Purchase Price (as defined below), the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Purchase of Loan. In consideration of the payment by Purchaser to Seller by wire transfer to Seller's account on the Closing Date in immediately available funds the sum set forth on the closing statement set forth on Schedule I hereof (the "Purchase Price") and satisfaction of all of the terms and conditions set forth herein, Seller shall sell, assign and transfer, all of Seller's right, title and interest in and to the Loan and the Loan Documents. In the event that Seller receives any payment, penalty, credit or any other amount in connection with the Loan after the Closing Date, except for the receipt by Seller of the Purchase Price from Purchaser, Seller shall promptly remit to Purchaser the dollar amount of such payment, penalty, credit or other amount.

2. Representations and Warranties.

2.1. Seller hereby represents and warrants to Purchaser as follows:

(a) Attached hereto as Exhibit A is a true, correct and complete listing of all of the Loan Documents as of the Closing Date. Except as set forth in the Loan Documents listed on Exhibit A, no Loan Document has been modified, amended, altered, satisfied, canceled, subordinated or rescinded. To the best of Seller's knowledge, as of the date hereof, Borrower is in compliance with the terms and provisions of the Loan Documents except as set forth on Schedule 2 hereto.

(b) Seller is, and as of the Closing Date will be, the holder of the Loan and the Loan Documents, free and clear of any lien, pledge, security interest, option or other charge or encumbrance (other than security interests in favor of Seller's lenders which will be released on or prior to the Closing Date), and is transferring the Loan to Purchaser free and clear of any lien, pledge, security interest, option or other charge or encumbrance, or any right of setoff or recoupment that Borrower may

Skip Hop, Inc.

otherwise be entitled to. Other than security interests in favor of its lenders which will be released on or prior to the Closing Date, Seller has not transferred, and as of the Closing Date will not have transferred, any rights under or claims relating to the Loan or the Loan Documents to any other party.

(c) Seller is not in default of its obligations under the Loan Documents.

(d) As of the Closing Date, the outstanding principal balance of the Obligations is \$1,450,106.21, the outstanding amount of accrued interest and fees is \$8,844.81, and the Obligations bear interest as described in the Loan Agreement.

(e) Seller (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite authority to own, lease and operate its properties and to carry on its business as now being conducted and (iii) is duly qualified or licensed and otherwise authorized to transact business in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification or license necessary.

(f) Seller has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Seller, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated hereunder have been duly and validly authorized. This Agreement has been duly and validly executed and delivered by it and constitutes the valid and binding agreement of it, enforceable against it in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(g) Neither the negotiation, execution or delivery of this Agreement by Seller nor the performance by Seller of its obligations hereunder nor the consummation by such entity of the transactions contemplated hereunder has or will (i) constitute a breach or violation under Seller's constituent documents, (ii) constitute a breach, violation or default (or be an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or result in the creation of any lien upon any of Seller's properties or assets under, any material note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument to which Seller is a party or by which any of its properties or assets are bound or (iii) constitute a violation of any order, writ, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to it or any of its properties or assets, in each case except for such breaches, violations, defaults, terminations or liens that could not reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations hereunder.

(h) No authorization, consent or approval of, or filing with, any court or any public body or authority and no consent or approval of any third party or parties which has not been obtained is necessary for the consummation by Seller of the transactions contemplated by this Agreement.

(i) There are no actions or proceedings against, or investigations of, the Seller pending, or, to the knowledge of the Seller, threatened, before any court, arbitrator, administrative agency or other tribunal (i) asserting the invalidity of this Agreement or (ii) seeking to prevent the sale of the Loan or the consummation of the transaction contemplated by this Agreement by the Seller.

2.2. Purchaser hereby confirms that it has received and reviewed the Loan Agreement and the other Loan Documents and has reviewed the Loan Documents and such other documents and information deemed appropriate by it to make its own credit analysis and decision to purchase the Loan Documents and the Loan. Purchaser further confirms that it will, independently and without reliance upon Seller, continue to make its own credit decisions pursuant to and in accordance with its rights and remedies under the Loan Documents. From and after the date hereof, Purchaser expressly assumes and undertakes to perform all of the obligations of Seller under the Loan Documents.

2.3. Purchaser represents and warrants to Seller as follows:

(a) Purchaser (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite authority to own, lease and operate its properties and to carry on its business as now being conducted and (iii) is duly qualified or licensed and otherwise authorized to transact business in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification or license necessary.

(b) Purchaser has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Purchaser, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated hereunder have been duly and validly authorized. This Agreement has been duly and validly executed and delivered by it and constitutes the valid and binding agreement of it, enforceable against it in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Neither the negotiation, execution or delivery of this Agreement by Purchaser nor the performance by Purchaser of its obligations hereunder nor the consummation by such entity of the transactions contemplated hereunder has or will (i) constitute a breach or violation under Purchaser's constituent documents, (ii) constitute a breach, violation or default (or be an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or result in

the creation of any lien upon any of Purchaser's properties or assets under, any material note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument to which Purchaser is a party or by which any of its properties or assets are bound or (iii) constitute a violation of any order, writ, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to it or any of its properties or assets, in each case except for such breaches, violations, defaults, terminations or liens that could not reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

(d) No authorization, consent or approval of, or filing with, any court or any public body or authority and no consent or approval of any third party or parties is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement.

(e) There are no actions or proceedings against, or investigations of, the Purchaser pending, or, to the knowledge of the Purchaser, threatened, before any court, arbitrator, administrative agency or other tribunal (i) asserting the invalidity of this Agreement or (ii) seeking to prevent the purchase of the Loan or the consummation of the transaction contemplated by this Agreement by the Purchaser.

All representations and warranties made by the parties in this Section shall survive the closing of this transaction and/or any termination of this Agreement.

3. Payment of the Purchase Price. On the Closing Date, Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds as follows:

Siemens First Capital Commercial Finance, LLC  
JPMorgan Chase Bank, N.A.  
Oklahoma City, OK  
ABA # 021000021  
ACCT #707970885  
RE: Purchase of Skip Hop Loan.

4. Closing: Execution of Documents of Transfer. On the first business day following the Closing Date and the payment of the Purchase Price in accordance with Section 4 hereof:

(a) Seller shall deliver to Purchaser the original executed Loan Documents.

(b) Seller shall deliver to Purchaser UCC Financing Statements (or similar instruments) assigning the UCC Financing Statements related to the Loan to Purchaser as secured party.

(c) Seller shall deliver to Purchaser originals (or copies, if originals are not available) of all material written notices given by Borrower or Seller since the closing date of the Loan.

Each of the foregoing deliveries shall be made pursuant to the notice provisions set forth below, but Purchaser agrees that Seller shall not be required to deliver copies of the items set forth in this Section 4 to Purchaser's attorney due to the voluminous nature thereof.

5. Loan Assumption; Indemnification. Seller hereby assigns all rights, responsibilities and obligations with respect to the Loan and the Loan Documents to Purchaser, and Purchaser hereby expressly assumes all responsibilities and obligations with respect to the Loan and the Loan Documents, arising on and after the Closing Date. Purchaser shall indemnify Seller and, solely in their capacity as such, Seller's attorneys, successors, assigns, servicers and sub-servicers, parent, subsidiary and/or affiliated companies and the shareholders, trustees, officers, directors, partners, members, employees, agents, representatives and attorneys of all of the foregoing and their respective heirs, executors, administrators, attorneys, successors, legal representatives and assigns (collectively, the "Seller Parties") against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) suffered or incurred by any such Seller Party to the extent arising out of the Loan or the duties, responsibilities, or obligations of the "Lender" under the Loan Documents ("Seller Claims"), in each case solely to the extent such Seller Claims arise or accrue after the Closing Date and are based on facts first existing after the Closing Date. Seller shall indemnify Purchaser and, solely in their capacity as such, Purchaser's attorneys, successors, assigns, servicers and sub-servicers, parent, subsidiary and/or affiliated companies and the shareholders, trustees, officers, directors, partners, members, employees, agents, representatives and attorneys of all of the foregoing and their respective heirs, executors, administrators, attorneys, successors, legal representatives and assigns (collectively, the "Purchaser Parties") against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) suffered or incurred by any such Purchaser Party to the extent arising out of the Loan or the duties, responsibilities, or obligations of the "Lender" under the Loan Documents ("Purchaser Claims"), in each case solely to the extent such Purchaser Claims arose or accrued on or prior to the Closing Date or are based on facts existing on or prior to the Closing Date. Each of Purchaser's obligations under this Section shall survive the closing of this transaction and/or any termination of this Agreement.

6. Further Assurances. Purchaser and Seller hereby agree to execute and deliver, both at and after the Closing Date, such instruments and take such further actions as another party hereto may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement. Without limiting the generality of the foregoing, Seller agrees that following the Closing Date, Seller shall execute any notice or instrument of transfer, assignment or conveyance reasonably requested by the Purchaser (which request is accompanied by the form of instrument sufficient to satisfy Purchaser's request) to more fully confirm or effect the transfer of the Loan.

7. Returned Items. Purchaser acknowledges that all of Seller's rights are reserved (a) in and to any checks or similar instruments for the payment of money heretofore received by Seller in connection with its lending arrangement with Borrower or otherwise received by Seller from Borrower and its account debtors (such checks or instruments collectively referred to as the "Instruments"), (b) in and to any money due or to become due under or by any reason with respect to the Instruments, and (c) in and to any right to claim that such moneys are due. Purchaser hereby agrees to pay to Seller, upon Seller's demand (if made within 90 days of the Closing Date), the amount of any Instrument for which Borrower was

given credit in computing the balance of its indebtedness to Seller if such Instrument is hereafter returned unpaid for any reason whatsoever, together with all expenses incident to the processing and return of any such Instrument. The obligations of Purchaser under this paragraph shall not be conditioned upon prior demand by Seller upon Borrower or any other person or entity with respect thereto.

8. Notices. Any notice required or permitted by or in connection with this Agreement, without implying the obligation to provide any such notice, shall be in writing at the appropriate addresses set forth below or to such other addresses as may be hereafter specified by written notice by Seller or Purchaser. Any such notice shall be deemed to be effective one (1) business day after dispatch if sent by overnight delivery, express mail or Federal Express or three (3) business days after mailing if sent by first class mail with postage prepaid. All notices shall be considered to be effective upon receipt if accomplished by hand delivery or by facsimile (with answer back confirmation).

If to Purchaser:

FCC, LLC, d/b/a First Capital  
3520 NW 58th Street  
Oklahoma City OK 73112  
Attention: John Curtis, Executive Vice President  
Facsimile: (405) 917-9660

If to Seller:

SIEMENS FIRST CAPITAL  
COMMERCIAL FINANCE, LLC  
3520 NW 58th Street  
Oklahoma City OK 73112  
Attention: Pinak Shah and Mark Hogard  
Facsimile: (405) 917-9660

With a copy to:

FCC, LLC, d/b/a First Capital  
125 TownPark Drive, Suite 195  
Kennesaw, Georgia 30144  
Attention: Kimberly Finch Withrow, Esquire  
Senior Vice President – Legal Counsel  
Facsimile No. (678) 594-5901

9. Choice of Law. The laws of the State of Oklahoma shall govern the rights and obligations of the parties to this Agreement, and the interpretation and construction and enforceability thereof, and any and all issues relating to the transactions contemplated herein.



10. Final Agreement. This Agreement (including the exhibits hereto) constitutes the final and entire agreement and understanding of the parties with respect to the purchase and sale of the Loan, and any terms and conditions not set forth in this Agreement are not a part of this Agreement and the understanding of the parties hereto may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. No variation, modification, or changes hereof shall be binding on either party hereto unless set forth in a document executed by both parties.

11. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby to the extent that the intent of the parties hereto can be carried out absent such provision.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document.

13. Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

15. Rule of Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the date first written above.

PURCHASER:

FCC, LLC, d/b/a First Capital

By: [Signature]  
Name: Rob GAFKIN  
Title: SVP.

SELLER:

SIEMENS FIRST CAPITAL COMMERCIAL FINANCE, LLC

By: [Signature]  
Name: Matt [unclear]  
Title: SVP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the date first written above.

PURCHASER:

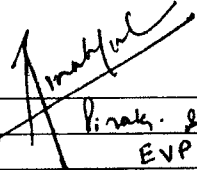
FCC, LLC, d/b/a First Capital

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

SIEMENS FIRST CAPITAL COMMERCIAL  
FINANCE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Parag Shah  
Title: EVP

**SCHEDULE I**

**Closing Statement**

FCC, LLC ("Purchaser") and SIEMENS FIRST CAPITAL COMMERCIAL FINANCE, LLC  
("Seller") Sale of Loan

Outstanding Principal Balance of Loan	\$1,450,106.21
Plus Interest through May 27, 2009	\$7,754.81
Plus Attorneys' Fees of Seller	\$ -0-
Plus Amount of Wire Fees due to Seller for May 2009	\$90.00
Plus Amount of Collateral Management Fee due to Seller for May 2009	\$1,000.00
Total Purchase Price	\$1,458,951.02

**SCHEDULE II**

As of the date hereof, Borrower is not in compliance with the following provisions of the Loan Documents:

<u>Covenant:</u>	<u>Requirement:</u>	<u>Actual:</u>
Minimum Tangible Net Worth @ 12/31/08:	\$2,000M	\$1,653M
Maximum Six month Loss:	(\$250M)	(\$335M)-Reported loss for the six months ending 12/31/08
Minimum Fixed Charge Coverage Ratio:	1 to 1	.51 to 1

EXHIBIT A

Loan Documents

Loan and Security Agreement

Rider to Loan and Security Agreement Accounts Credit and Servicing Agreement

Secretary's Certificate

Officer's Certificate

Solvency Certificate

Signature Authorization

Certificate of Property Insurance

Certificate of Liability Insurance

Loss Payee Endorsement

Disbursement Authorization Letter

Validity of Collateral Guaranties

Assignment of Patents and Trademarks

Landlord's Waiver and Agreement

Bailee's Letters

Letter of Credit Supplement

UCC-1 Financing Statements

TRADEMARK

REEL: 004058 FRAME: 0680

Run Date: 05/28/09 (Payoff)  
Run Time: 11:28:01

**First Capital**  
Interest Statement (In-House)

Page: 1

Skip Hop Inc  
146 West 29th Street  
New York, NY 10001

Loan #: SKIP01  
Loan Type: AR  
Currency: USD

First Capital  
3520 NW 58th Street  
Oklahoma City, OK 73112

Date	Rate	Advance	Adjustment	Cash(Check)	Cash(Wire)	Loan Balance	Contract Bal.	Interest
Beginning Balance:						1,226,301.51		
05/01/09	6.410000%	85,500.00	9,688.61	32,095.97	0.00	1,289,394.15	1,481,969.97	263.87
05/02/09*	6.410000%	0.00	0.00	0.00	0.00	1,289,394.15	1,289,394.15	229.58
05/03/09*	6.410000%	0.00	0.00	0.00	0.00	1,289,394.15	1,289,394.15	229.58
05/04/09	6.410000%	0.00	0.00	0.00	0.00	1,289,394.15	1,289,394.15	229.58
05/05/09	6.410000%	0.00	0.00	1,535.71	0.00	1,287,858.44	1,297,072.70	230.95
05/06/09	6.410000%	0.00	0.00	2,062.99	18,877.71	1,266,917.74	1,392,561.94	247.95
05/07/09	6.410000%	0.00	0.00	18,056.34	0.00	1,248,861.40	1,357,199.44	241.66
05/08/09	6.410000%	399,800.00	0.00	316.19	0.00	1,648,345.21	1,650,242.35	293.83
05/09/09*	6.410000%	0.00	0.00	0.00	0.00	1,648,345.21	1,648,345.21	293.50
05/10/09*	6.410000%	0.00	0.00	0.00	0.00	1,648,345.21	1,648,345.21	293.50
05/11/09	6.410000%	0.00	1,074.93	0.00	1,633.29	1,647,786.85	1,654,320.01	294.56
05/12/09	6.410000%	0.00	0.00	0.00	2,404.16	1,645,382.69	1,659,807.65	295.54
05/13/09	6.410000%	0.00	0.00	3,819.12	13,597.70	1,627,965.87	1,732,466.79	308.48
05/14/09	6.410000%	81,700.00	0.00	18,060.85	0.00	1,691,605.02	1,799,970.12	320.49
05/15/09	6.410000%	0.00	0.00	2,346.95	9,664.70	1,679,593.37	1,751,663.27	311.89
05/16/09*	6.410000%	0.00	0.00	0.00	0.00	1,679,593.37	1,679,593.37	299.06
05/17/09*	6.410000%	0.00	0.00	0.00	0.00	1,679,593.37	1,679,593.37	299.06
05/18/09	6.410000%	0.00	0.00	0.00	0.00	1,679,593.37	1,679,593.37	299.06
05/19/09	6.410000%	0.00	784.61	178,832.00	0.00	1,501,545.98	2,753,369.98	490.25
05/20/09	6.410000%	0.00	0.00	17,870.31	0.00	1,483,675.67	1,608,767.84	286.45
05/21/09	6.410000%	0.00	0.00	19,925.81	0.00	1,463,749.86	1,603,230.53	285.46
05/22/09	6.410000%	0.00	0.00	1,019.23	0.00	1,462,730.63	1,469,865.24	261.72
05/23/09*	6.410000%	0.00	0.00	0.00	0.00	1,462,730.63	1,462,730.63	260.45
05/24/09*	6.410000%	0.00	0.00	0.00	0.00	1,462,730.63	1,462,730.63	260.45
05/25/09*	6.410000%	0.00	0.00	0.00	0.00	1,462,730.63	1,462,730.63	260.45
05/26/09	6.410000%	0.00	0.00	0.00	0.00	1,462,730.63	1,462,730.63	260.45
05/27/09	6.410000%	0.00	0.00	12,624.42	0.00	1,450,106.21	1,525,852.73	271.69
<b>TOTAL:</b>		<b>567,000.00</b>	<b>11,548.15</b>	<b>308,565.89</b>	<b>46,177.56</b>	<b>40,450,094.59</b>	<b>42,792,936.06</b>	<b>7,619.51</b>

Use Business Days	Yes	Average Loan Balance	1,498,151.65	Current Month Interest	7,202.34
Float with Prime	Daily	(LI2)		Current Month Float	417.17
Calculation Days	360	Collateral Management Fee	1,000.00	Last Month Int. Adj.	135.30
Clearance Days (Wire/Check)	4.00/4.00	Wire Fee	90.00	Last Month Float Adj.	0.00
Loan Rate	6.000000%			Miscellaneous Adjustments	0.00
				Total Fees	1,090.00
				Past Due	0.00
				Misc. Payoff Adjustments	0.00
				<b>Total Due</b>	<b>8,844.81</b>
				<b>Principal Balance</b>	<b>1,450,106.21</b>
				<b>Total Payoff</b>	<b>1,458,951.02</b>