# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NSAF 10, LLC		II10/08/2008 I	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	New Stream Commercial Finance, LLC	
Street Address:	38C Grove Street	
City:	Ridgefield	
State/Country:	CONNECTICUT	
Postal Code:	06877	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2416394	ALUMIDE
Registration Number:	0658937	BONDWOOD
Registration Number:	2161514	BRECKENRIDGE BRAZILIAN NATURAL
Registration Number:	1991237	CAPITAL
Registration Number:	2612500	COACH HOUSE HICKORY
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	2650233	GLENWOOD STRIP
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT

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900157347

Registration Number:	1700570	MOJAVE WHEAT
Registration Number:	2602803	PASSPORT: AUSTRALIA
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT
Registration Number:	2605230	TARK-LOCK
Registration Number:	2503829	VANGUARD
Registration Number:	0838196	WEBBAC

#### **CORRESPONDENCE DATA**

Fax Number: (203)325-5001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-325-5049

Email: dgreenfield@fdh.com

Correspondent Name: Donna Greenfield

177 Parad Obsert 455

Address Line 1: 177 Broad Street - 15FL
Address Line 2: Finn Dixon & Herling LLP

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	5109-001
NAME OF SUBMITTER:	Donna Greenfield
Signature:	/s/Donna Greenfield
Date:	03/03/2010

Total Attachments: 3

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#### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement which shall be effective as of October 1, 2008 ("Assignment") is by and between NSAF 10, LLC ("Assignor"), a Delaware limited liability company and New Stream Commercial Finance, LLC ("Assignee"), a Delaware limited liability company.

#### RECITALS

- A. Reference is made to those certain loan transactions listed on Exhibit A attached hereto between Assignor as lender and the applicable debtors listed for each such loan (collectively, the "Assigned Accounts").
- B. Assignor desires to assign all of its interest as lender in the Assigned Accounts and the respective security interests in the collateral related thereto, and Assignee desires to accept such assignment and assume Assignor's obligations with respect to the subject matter of such assignment.

#### **AGREEMENT**

In consideration of the foregoing recitals, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

- 1. Assignment. Assignor hereby assigns, sets over, conveys and sells all of its right, title and interest in and to the Assigned Accounts, and (ii) any collateral documentation relating thereto, including without limitation, any collateral security agreements or addenda, letter of credit agreements, letters of credit, guaranties, bills of sale, mortgages or deeds of trust, cross-default and/or cross-collateral agreements, or any other agreements or instruments providing security for, relating to or affecting the applicable debtor's obligations to Assignor thereunder (collectively, the "Collateral Documentation").
- 2. Acceptance of Assignment and Assumption. Assignee hereby accepts the assignment contained in the foregoing paragraph and agrees to assume and perform all of the Assignor's obligations under or with respect to (i) the Assigned Accounts and (ii) the Collateral Documentation.
- 3. Debtor's Rights Unaffected. This Assignment shall not diminish, alter or affect, in any way, each respective debtor's obligations under the Assigned Accounts, which are and shall be in full force and effect. Assignor agrees, upon request by Assignee and not otherwise, to give written notice of the assignment contained herein to each such debtor, and direct such each such debtor to make any and all payments under the respective Assigned Account, and provide any notices thereunder, to Assignee at an address or addresses designated by Assignee.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first above written by their duly authorized signatories.

Assignor:

NSAF 10, LLC

By: New Stream Capital, LLC Its Manager

Bart Gutekunst
Managing Partner

Assignee:

New Stream Commercial Finance, LLC

By: New Stream Capital, LLC Its Manager

Bart Gutekunst

Managing Partner

# EXHIBIT A LIST OF ASSIGNED ACCOUNTS

Debtor: ArborCraft, LLC

## Related Documents:

- 1. Amended and Restated Credit Agreement dated December 14, 2007 among ArborCraft, LLC as Borrower, Harris Wood Holding LLC, as Guarantor, and NSAF 10, LLC as Lender.
- 2. Amended and Restated Term Note dated December 14, 2007 issued by ArborCraft, LLC to NSAF 10, LLC.
- 3. Security Agreement dated November 19, 2007 between ArborCraft, LLC, as Borrower, Harris Wood Holding LLC, as Grantor and New Stream Asset Funding, LLC, as Lender.

ASI./NewStreamStandards/AssnInterCo:3

RECORDED: 03/03/2010

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