

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		06/01/2010	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Financial Engineering Associates, Inc.		
Street Address:	2100 Milvia Street		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94704		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3035466	@CREDIT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	404650-9		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	06/03/2010		

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Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A., as Collateral Agent

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA - Federal

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Financial Engineering Associates, Inc.

Internal

Address: _____

Street Address: 2100 Milvia Street

City: Berkeley

State: CA

Country: USA Zip: 9470

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA - California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2010

- Assignment
- Security Agreement
- Other RELEASE
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

3035466

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

June 1, 2010

Date

MAUREEN P. MURPHY (3700-0551 Financial)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of June 1, 2010 (“Effective Date”) by Bank of America, N.A., as collateral agent (in such capacity, as successor to Morgan Stanley Senior Funding, Inc., the “Collateral Agent”) in favor of Financial Engineering Associates, Inc. (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of November 20, 2007, (the “Intellectual Property Security Agreement”; each capitalized term used herein without definition shall have the meaning ascribed to such term in the Intellectual Property Security Agreement), the Grantor pledged and granted to Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Collateral, including, without limitation, its trademarks and trademark applications listed on Schedule I attached hereto which security interest is recorded on January 22, 2008 at Reel 3700 Frame 0551 at the U.S. Patent and Trademark Office;

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Collateral Agent secured by the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Collateral.

If and to the extent the Collateral Agent has acquired any right, title or interest in, or to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor without any representations, warranties or recourse of any kind whatsoever.

The Collateral Agent shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Don B. Pinzon
Name: Don B. Pinzon
Title: VICE PRESIDENT

By: Palet Chen
Name: PALET CHEN
Title: ASSISTANT VICE PRESIDENT

Schedule I

TRADEMARKS AND SERVICE MARKS

<u>Grantor</u>	<u>Record Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
Financial Engineering Associates, Inc.	Financial Engineering Associates, Inc.	United States	@CREDIT (STYLIZED)	3035466	78/511276	11/4/2004	12/27/2005