

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Assignment and Assumption of Security Interest at Reel/Frame No. 3173/0118 | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wachovia Bank, a division of Wells Fargo Bank, N.A. (fka Wachovia Bank, N.A.) | | 03/04/2011 | national banking association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as Administrative Agent | | |
| Street Address: | 2000 Avenue of the Stars, 12th Floor | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90067 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2734841 | VIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive | | |
| Address Line 2: | Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 030205-0068 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| Signature: | /Rhonda DeLeon/ | | |

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**TRADEMARK
 REEL: 004500 FRAME: 0387**

Date:

03/17/2011

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION

Reference is made to the Security Agreement, dated as of September 20, 2005 (as amended, modified, extended or restated from time to time, the "Security Agreement"), by and among VIA Inc., as "Obligor" under and as defined therein, and Wachovia Bank, a division of Wells Fargo Bank, N.A. (fka Wachovia Bank, N.A., which merged with, and is now a division of, Wells Fargo Bank, N.A.; referred to herein as the "Existing Agent"), as the "Administrative Agent."

Reference is also made to (i) the Notice of Grant of Security Interest in Trademarks made by the Obligor and recorded in the U.S. Patent and Trademark Office on October 10, 2005 at Reel/Frame No. 3173/0118, and (ii) the Notice of Grant of Security Interest in Copyrights made by the Obligor and recorded in the U.S. Copyright Office on October 13, 2005 at V3530 D244, each dated as of September 20, 2005 in favor of the Existing Agent (collectively, the "Notice of Grant of Security Interest"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement.

Pursuant to, and subject to the terms of and conditions of, that certain Administrative Agent Resignation and Appointment Agreement dated as of March 4, 2011 (the "Effective Date"), by and among Obligor, VIA Holdings, Inc., a Texas corporation, Existing Agent, COLTS 2005-2 LTD., and Ares Capital Corporation, Ares Capital Corporation has succeeded to all of the Existing Agent's rights and obligations as the "Administrative Agent," and the parties are executing this Assignment and Assumption to further evidence such succession with respect to the Trademarks and Copyrights owned by the Obligor and identified in each of the Notices of Grant of Security Interest.


Accordingly, effective as the Effective Date, the Existing Agent hereby irrevocably assigns, without recourse, to Ares Capital Corporation, as successor "Administrative Agent" (in such role, the "Successor Agent"), and Successor Agent hereby assumes, all of Existing Agent's rights and obligations as the "Administrative Agent" in, to and under the Notice of Grant of Security Interest, including, but not limited to, the security interest granted in the Trademarks and Copyrights set forth on Schedule I hereto.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Notice of Grant of Security Interest and have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof, and (b) the Existing Agent shall relinquish its rights and be released from its obligations under the Notice of Grant of Security Interest.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

WACHOVIA BANK, a division of Wells Fargo
Bank, N.A., as Existing Agent

By: 
Name: Jennifer L. Norris
Title: Senior Vice President

ARES CAPITAL CORPORATION
as Successor Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

WACHOVIA BANK, NATIONAL ASSOCIATION
as Existing Agent

By: _____
Name:
Title:

ARES CAPITAL CORPORATION
as Successor Agent

By: _____
Name: SCOTT LEM
Title: AUTHORIZED SIGNATORY

Item A. U.S. Trademark:

Security Interest recorded at Reel/Frame No. 3173/0118

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|------|-------------------------|-----------------------------|------------------------------------|
| VIA | 20 | 78144764 17-JUL-2002 | 2734841 08-JUL-2003 |

Item B. U.S. Copyright Registration:

Security Interest recorded at V3530 D244

| Title | Registration No. Registration Date |
|-----------------------------------|------------------------------------|
| LessonCard : Authoring Made Easy. | TXu000460997 1990-12-14 |