

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination Of Security Interest In Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewStar Financial, Inc. as Administrative Agent		07/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Commercial Defeasance, LLC		
Street Address:	11121 Carmel Commons Blvd.		
Internal Address:	Suite 250		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28226		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2668959	DEFEASE WITH EASE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-331-1027		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031593-005196		
NAME OF SUBMITTER:	Henry B. ward, III		
Signature:	/hbw/		

OP \$40.00 2668959

Date:

07/29/2011

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 22, 2011, is made by NewStar Financial, Inc. ("NewStar" or the "Current Administrative Agent").

WHEREAS, Commercial Defeasance, LLC (the "Borrower") granted a security interest in certain personal property, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses (collectively referred to herein as "Trademarks"), to Morgan Stanley Senior Funding, Inc., in its capacity as administrative agent (the "Retiring Administrative Agent and Assignor") for the lenders (the "Lenders") party to (a) that certain Security Agreement, dated as of February 10, 2006 (as amended, supplemented or otherwise modified from time to time, including the reaffirmation of such agreement by the Security Agreement Reaffirmation Agreement dated as of February 8, 2007, the "Security Agreement"), made by Borrower, CD Investment Holdings, LLC ("Holdco"), Loan Servicing Solutions, LLC ("LSS") and Defeasance Holding Company, LLC ("DHC", and together with Holdco, the Borrower, LSS and each Person which may, from time to time, become party thereto as a grantor, each a "Grantor", and collectively, the "Grantors") in favor of the Retiring Administrative Agent and Assignor; (b) that certain Amended and Restated Credit Agreement, dated as of February 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdco, the several lenders from time to time party to the Credit Agreement, and the Retiring Administrative Agent and Assignor; (c) that certain Consent and Amendment, dated as of April 28, 2008 (the "Consent and Amendment"), among the Borrower, Holdco, SBE Holdco, LLC, the Retiring Agent and Assignor, NewStar and the Lenders, as defined therein; and (d) that certain Memorandum of Security Interest in Trademarks, dated as of February 10, 2006 (the "Prior Memorandum of Security Interest in Trademarks"), signed by the Borrower;

WHEREAS, the security interest granted by Borrower to the Retiring Administrative Agent and Assignor was recorded at the United States Patent and Trademark Office on February 16, 2006, at Reel 3248 and Frame 0921;

WHEREAS, pursuant to the Consent and Amendment, as of April 25, 2008, NewStar succeeded the Retiring Administrative Agent and Assignor as the Administrative Agent under the Security Agreement and Credit Agreement and, accordingly, NewStar succeeded to the rights and duties of the Retiring Administrative Agent and Assignor;

WHEREAS, pursuant to the Assignment of Security Interest in Intellectual Property, dated as of February 6, 2009 ("Assignment"), among the Retiring Administrative Agent and Assignor and the Current Administrative Agent, the Retiring Administrative Agent and Assignor assigned to the Current Administrative Agent all of its rights, obligations and remedies as the Administrative Agent, including but not limited to the security interest in the Trademarks;

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office on February 9, 2009, at Reel 3932 and Frame 0443; and

WHEREAS, in accordance with that certain Compromise and Settlement Agreement dated as of July 15, 2011, among various parties including the Borrower, the Grantors, the Current Administrative Agent and the Lenders, the Current Administrative Agent has agreed to terminate and release without representation or warranty, its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Current Administrative Agent hereby terminates and releases without representation or warranty, all mortgages, liens, and security interests granted to the Current Administrative Agent in the following Trademarks:

1. all of the Borrower's Trademarks, including, without limitation, those referred to on Schedule A attached hereto;
2. all goodwill of the business associated or connected with the use of, and symbolized by, each Trademark; and
3. all proceeds arising from the sale, exchange or other disposition of any or all of the aforesaid Trademarks, whether cash or non-cash in nature; and
4. any claim(s) by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, the Current Administrative Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

NEWSTAR FINANCIAL, INC.
as Administrative Agent

By: 

Name: Robert T. Clemmens

Title: Managing Director

SCHEDULE A

Commercial Defeasance, LLC

Registered Marks

Mark	Reg. No.	Reg. Date
DEFEASE WITH EASE	2,668,959	December 31, 2002