

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
FCC, LLC dba First Capital		02/10/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA	
Name:	FTCA, Inc.
Street Address:	258 Beacon Street
City:	Somerset
State/Country:	PENNSYLVANIA
Postal Code:	15501
Entity Type:	CORPORATION: DELAWARE
Name:	FTCA Real Estate, LLC
Street Address:	5425 Wisconsin Avenue, Suite 701
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29		
Property Type	Number	Word Mark
Registration Number:	2995202	ALLEGIANCE
Registration Number:	3384660	ARCADIA
Registration Number:	3401087	AVALON
Registration Number:	2698293	BACKSAVER
Registration Number:	3082347	BAYSIDE
Registration Number:	2996481	CAMPER CADDIE
Registration Number:	3200644	CHEYENNE
Registration Number:	2997832	COLONIAL

OP \$740.00 2995202

Registration Number:	3052800	DESTINY
Registration Number:	3065783	EVOLUTION
Registration Number:	3221053	GRAND TOUR
Registration Number:	2902332	HIGHLANDER
Registration Number:	3226803	NEON
Registration Number:	1290909	NEWPORT
Registration Number:	2808818	NIAGARA
Registration Number:	2997830	RESOLUTE
Registration Number:	3057257	RUSHMORE
Registration Number:	3191572	SANTA FE
Registration Number:	3384659	SARATOGA
Registration Number:	3082348	SEA PINE
Registration Number:	1776422	SEDONA
Registration Number:	1216606	SEQUOIA
Registration Number:	1224140	SUN VALLEY
Registration Number:	1789284	SWING LEVEL
Registration Number:	2051454	TAOS
Registration Number:	2551523	TIMBERLAKE
Registration Number:	2997831	VALOR
Registration Number:	3172342	WILLIAMSBURG
Registration Number:	2765150	YUMA

CORRESPONDENCE DATA

Fax Number: (707)744-8001
Phone: 7037448029
Email: kagee@pattonboggs.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Lacy Kolo
Address Line 1: Patton Boggs LLP, 8484 Westpark Drive
Address Line 2: Suite 900
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	027988.0100 [FTCA]
NAME OF SUBMITTER:	Lacy Kolo
Signature:	/Lacy Kolo/
Date:	02/02/2012

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February 10, 2011

FTCA, Inc.
(f/k/a Fleetwood Folding Trailers, Inc.)
258 Beacon Street
Somerset, PA 15501-0111
Attention: Aldus Chapin

FTCA Real Estate, LLC
5425 Wisconsin Ave., Suite 701
Chevy Chase, MD 20815
Attention: Caroline Miller

Backstreet Capital Management, LLC
Backstreet Capital Partners (AI), L.P.
Backstreet Capital Partners (QP), L.P.
5425 Wisconsin, Ave., Suite 701
Chevy Chase, MD 20815
Attn: Murry Gunty
240-223-1331 fax

Re: Repayment of Indebtedness

Ladies & Gentlemen:

Reference is hereby made to that certain Loan and Security Agreement (the "Loan Agreement") dated as of May 23, 2008, among FTCA, Inc. (f/k/a Fleetwood Folding Trailers, Inc.) ("FCTA"), FTCA Real Estate, LLC ("Real Estate") (collectively, FCTA and Real Estate are hereinafter referred to as "Borrower") and FCC, LLC d/b/a First Capital ("Lender"). Borrower, Lender, Blackstreet Capital Management, LLC ("Manager"), Blackstreet Capital Partners (AI), L.P. ("BAI"), and Blackstreet Capital Partners (QP), L.P., ("BQP"), (Manager, BAI and BQP are hereinafter collectively referred to as "Junior Creditor") are parties to that certain Debt Subordination and Intercreditor Agreement dated as of May 23, 2008 (the "Subordination Agreement"). Borrower's obligations under the Loan Documents are guaranteed by FTCA, LLC, a Delaware limited liability company ("Guarantor"). Capitalized terms used but not otherwise defined in this letter (this "letter agreement" or the "Payoff Letter") shall have the respective meanings set forth in the FTCA Loan Agreement.

As of the date hereof, Borrower has repaid its Obligations to Lender and Lender is holding excess collected funds.

Lender hereby agrees that, immediately upon receipt an executed version of this Payoff Letter:

- (a) All (i) outstanding debts, liabilities and obligations of Borrower and each

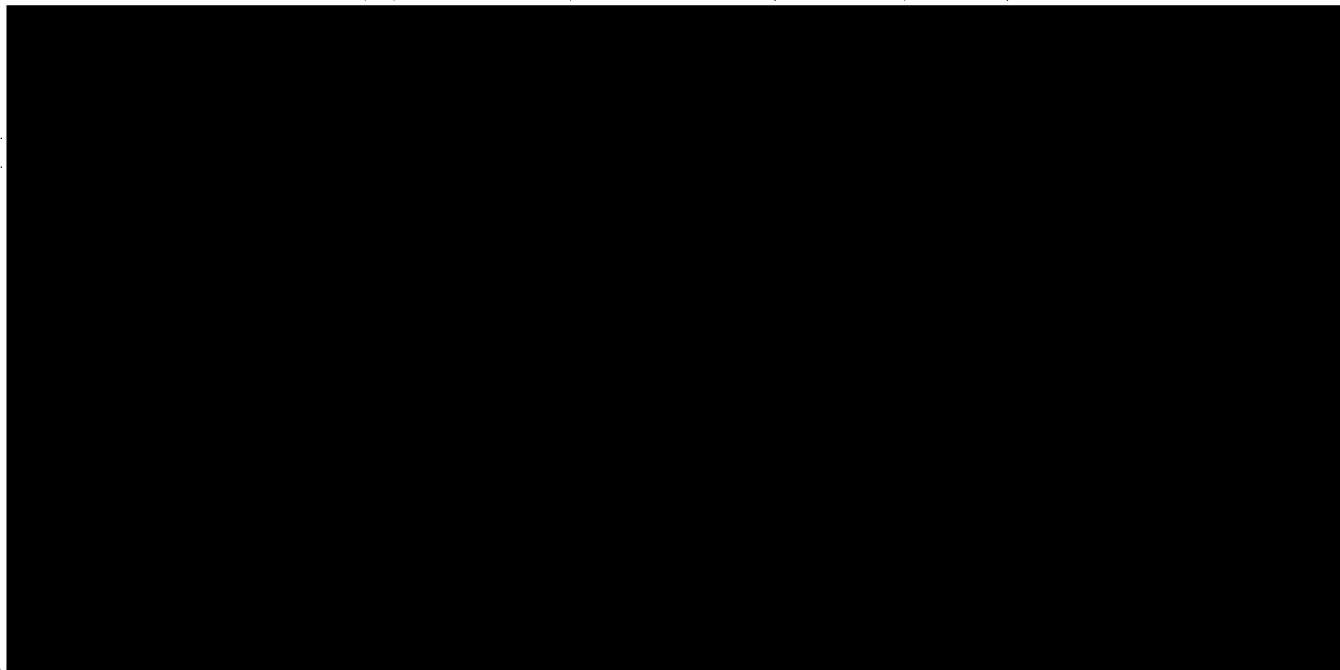
Guarantor to Lender under the Loan Agreement and the other Loan Documents shall be deemed satisfied in full and Borrower and each Guarantor shall have no remaining obligations to Lender under the Loan Agreement or the Loan Documents and (ii) Loan Documents (including without limitation, any guaranty agreements, subordination agreements, deposit account control agreements, validity and support agreements and warehousemen's letters) shall automatically terminate, in each case other than any and all contingent expense and indemnity obligations which, by the terms of the Loan Documents, survive the termination of the credit facilities;

(b) Lender's security interest in the assets (including real property) of Borrower and the Guarantors shall automatically terminate; and

(c) Lender's financing arrangements and commitments to extend credit to or for the benefit of the Borrower shall terminate and thereafter the Borrower shall have no right to obtain credit from the Lender under the Loan Agreement.

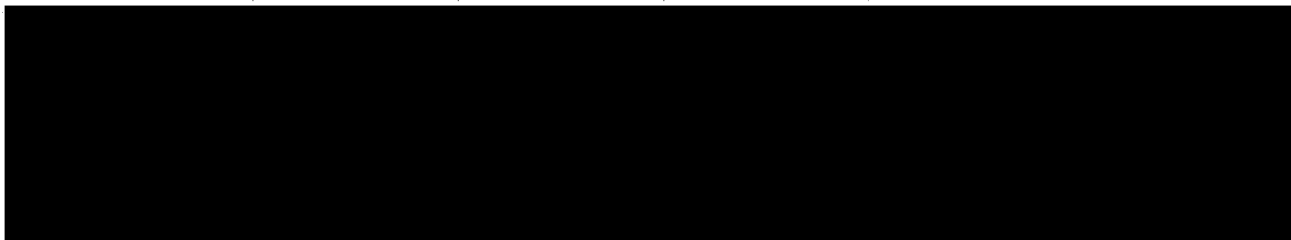
Following its receipt of an executed Payoff Letter, Lender agrees to provide any financing statement amendments or terminations or other appropriate documentation (including without limitation, mortgage discharges) as may be reasonably necessary or appropriate to terminate of record all liens and security interests held by Lender in the assets of Borrower or any Guarantor. Further, Lender agrees to take any other actions reasonably necessary or desirable to evidence the above-described termination of security interests in the assets of Borrower or any Guarantor. Additionally, Lender hereby agrees that Borrower or Junior Creditor may file UCC termination statements, including, without limitation, for the UCC financing statements described on Exhibit A, as may be necessary or appropriate to evidence the termination of Lender's security interest in the assets of Borrower or any Guarantor (subject to the proviso in the first sentence of this paragraph) all without the signature of Lender.

Upon Lender's receipt of the executed Payoff letter, Lender shall take such actions as may be reasonably requested to:



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REDACTED



This Payoff Letter (a) shall be governed by and shall be construed and enforced in accordance with, the laws of the State of Florida and (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party.

This Payoff Letter may be executed in any number of counterparts, and signatures delivered via facsimile transmission or electronic mail shall be enforceable as originals.

[Signature pages immediately follow]

The agreements of Lender contained herein are conditioned on Lender's receipt of a fully executed copy of this letter agreement, including Lender's indemnity included herein.

FCC, LLC, d/b/a First Capital

By: [Signature]
Name: KRISTIN E. MARTIN
Title: VICE PRESIDENT, UNDERWRITER

FTCA, Inc.
(f/k/a Fleetwood Folding Trailers, Inc.)

By: _____
Name: _____
Title: _____

FTCA Real Estate, LLC

By: [Signature]
Name: Murray N. Gentry
Title: Manager

Blackstreet Capital Management, LLC

By: [Signature]
Name: Murray N. Gentry
Title: Manager

Blackstreet Capital Partners (AI), L.P.
By: Blackstreet Capital Advisors, LLC
its general partner

By: [Signature]
Name: Murray N. Gentry
Title: Manager

Blackstreet Capital Partners (QP), L.P.
By: Blackstreet Capital Advisors, LLC
its general partner

By: [Signature]
Name: Murray N. Gentry
Title: Manager

Cc:Patton Boggs LLP

The agreements of Lender contained herein are conditioned on Lender's receipt of a fully executed copy of this letter agreement, including Lender's indemnity included herein.

FCC, LLC, d/b/a First Capital

By: _____
Name: _____
Title: _____

FTCA, Inc.
(f/k/a Fleetwood Folding Trailers, Inc.)

By: *[Signature]*
Name: Stuart H. Chapin II
Title: Chairman

FTCA Real Estate, LLC

By: _____
Name: _____
Title: _____

Blackstreet Capital Management, LLC

By: _____
Name: _____
Title: _____

Blackstreet Capital Partners (AI), L.P.

By: _____
Name: _____
Title: _____

Blackstreet Capital Partners (QP), L.P.

By: _____
Name: _____
Title: _____

Cc:Patton Boggs LLP

8484 Westpark Drive 9th Floor
McLean Va 22102
Douglas C. Boggs
Alan M. Noskow
703.744.8001

EXHIBIT A

UCC Financing Statements

Filed with the Delaware Department of State:

20081709359

20081709458

20081756871

Filed with Somerset County, Pennsylvania:

2008006389

2008006388