

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Intererst recorded at R/F 3598/0489

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Successor Agent to Credit Suisse, Cayman Islands Branch		09/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Spirit Realty Capital Inc. f/k/a Spirit Finance Corporation
Street Address:	14631 North Scottsdale Road
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3109958	SPIRIT FINANCE CORPORATION
Registration Number:	3160839	UNLEASHING THE POWER OF REAL ESTATE
Serial Number:	78449954	OPEN ARCHITECTURE

CORRESPONDENCE DATA	
Fax Number:	2127514864
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-906-1200
Email:	angela.amaru@lw.com
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP
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Address Line 2:	Suite 1000
Address Line 4:	New York, NORTH DAKOTA 10022

CH \$90.00 3109958

ATTORNEY DOCKET NUMBER:	050446-0002
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/27/2012
Total Attachments: 6 source= Spirit-Wilmington Trust Trademark Release 050446-0002#page1.tif source= Spirit-Wilmington Trust Trademark Release 050446-0002#page2.tif source= Spirit-Wilmington Trust Trademark Release 050446-0002#page3.tif source= Spirit-Wilmington Trust Trademark Release 050446-0002#page4.tif source= Spirit-Wilmington Trust Trademark Release 050446-0002#page5.tif source= Spirit-Wilmington Trust Trademark Release 050446-0002#page6.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) made as of September 25, 2012, is granted by WILMINGTON TRUST COMPANY, a Delaware corporation, as Collateral Agent (“Wilmington Trust”) in favor of SPIRIT REALTY CAPITAL INC. f/k/a SPIRIT FINANCE CORPORATION, a Maryland corporation and real estate investment trust (“Spirit”).

WHEREAS, under the terms of that certain Security Agreement, among Spirit and the other pledgors thereto, in favor of Credit Suisse, Cayman Islands Branch (“Credit Suisse”) dated as of August 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Spirit and the other Assignors thereunder (as defined in the Trademark Security Agreement referred to below), entered into that certain Trademark Security Agreement, dated as of August 1, 2007 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 9, 2007 at Reel 003598, Frame 0489;

WHEREAS, pursuant to that certain Successor Agent Agreement dated as of July 8, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Successor Agreement”) among Credit Suisse, Wilmington Trust, the lenders party thereto and Spirit, Credit Suisse resigned as the collateral agent for the Secured Parties under the Security Agreement and the Trademark Security Agreement, and Wilmington Trust was appointed the collateral agent for the Secured Parties under the Security Agreement and the Trademark Security Agreement;

WHEREAS, in connection with the Successor Agreement, Credit Suisse and Wilmington Trust entered into that certain Assignment of Security Interest in Trademarks dated as of July 21, 2009 (the “Assignment of Security Interest”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Assignment of Security Interest was recorded in the United States Patent and Trademark Office on July 21, 2009 at Reel 004028, Frame 0388;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, Spirit pledged and granted to Credit Suisse and Credit Suisse thereafter assigned under the terms and conditions of the Assignment of Security Interest to Wilmington Trust for the benefit of the Secured Parties, a lien on and security interest in all of Spirit’s right, title and interest in, to and under the Trademark Collateral (as defined below) wherever located, whether now existing or hereafter arising or acquired from time to time;

WHEREAS, pursuant to Section 11.4 of the Security Agreement, Spirit requested, and in consideration of its obligations under Section 11.4 of the Security Agreement, Wilmington Trust has agreed, that Wilmington Trust shall release its lien on and security interest in all of the Spirit’s right, title and interest in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wilmington Trust hereby agrees as follows:

SECTION 1. Definitions.

(a) The term "Trademark Collateral," as used herein, shall mean (i) all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names, and other source or business identifiers, whether registered or unregistered, statutory or common law, and whether existing or registered in the United States or any other country or any political subdivision thereof, together with any and all (A) rights and privileges arising under applicable law with respect to use of any of the foregoing, (B) of the goodwill of the business connected with the use of and symbolized by the foregoing, (C) applications and registrations for any of the foregoing (including but not limited to all applications and registrations referred to on Schedule I attached hereto), (D) renewals thereof and amendments thereto, (E) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, (F) rights corresponding thereto throughout the world, and (G) rights to sue for past, present and future infringements or other violations or dilutions thereof; (ii) all Intellectual Property Licenses relating to the foregoing; and (iii) to the extent not included in the foregoing, all Proceeds and products of each of the foregoing; provided that, the foregoing pledge and grant shall not apply to any Excluded Property, including any Trademark applications filed in the United States Patent and Trademark Office on the basis of Spirit's "intent-to-use" such Trademarks, unless and until a Statement of Use or Amendment to Allege Use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

(b) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Release of Security Interest. Wilmington Trust hereby releases, relinquishes and discharges all of its lien on and security interest in and to the Trademark Collateral, and any right, title or interest of Wilmington Trust in, to or under the Trademark Collateral shall hereby cease and become void.

SECTION 3. Recordation. Wilmington Trust hereby authorizes Spirit, or Spirit's authorized representatives, to record this Release and requests that the Commissioner for Trademarks, and any other applicable government officer, record this Release.

SECTION 4. Governing Law. This Release shall be construed in accordance with, and governed in all respect by, the laws of the State of New York, including Section 5-1401 of the New York General Obligations Law.

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ACCEPTED AND AGREED
as of the date first above written:

SPIRIT REALTY CAPITAL, INC.
(f/k/a SPIRIT FINANCE CORPORATION)

By: 
Name: Joni G. Barrett
Title: Vice President and Secretary

SPIRIT REALTY CAPITAL, INC.
RELEASE OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 004868 FRAME: 0269

SCHEDULE I

Trademark Collateral

A. REGISTERED TRADEMARKS

Owner	Registration Number	Trademark
Spirit Finance Corporation	3109958	SPIRIT FINANCE CORPORATION WITH DESIGN
Spirit Finance Corporation	3160839	UNLEASHING THE POWER OF REAL ESTATE

B. TRADEMARK APPLICATIONS

Owner	Serial Number	Trademark
Spirit Finance Corporation	78449954	OPEN ARCHITECTURE

C. LICENSES

Owner	Registration Number	Trademark
Christopher H. Volk (use licensed to Spirit Finance Corporation)	2834604	THE V FORMULA COMPANY
Christopher H. Volk (use licensed to Spirit Finance Corporation)	2830180	VALUE CREATED THROUGH EFFICIENT CAPITALIZATION

