

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tax Credit Co., LLC		11/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSS Structured Capital II, L.P.		
<b>Street Address:</b>	55 East 52nd Street, 33rd Floor		
<b>Internal Address:</b>	Park Avenue Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10055		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85634948	TAX CREDIT CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125414630		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-541-2000		
<b>Email:</b>	nyuspto@bryancave.com		
<b>Correspondent Name:</b>	Patricia L. Werner/Bryan Cave LLP		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10104		
<b>ATTORNEY DOCKET NUMBER:</b>	0341506/TAXCREDIT-VSS		
<b>NAME OF SUBMITTER:</b>	Patricia L. Werner		
<b>Signature:</b>	/patricialwerner/		

CH \$40.00 85634948

Date:

11/09/2012

**Total Attachments: 3**

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GRANT OF A SECURITY INTEREST IN TRADEMARKS

November 5, 2012

WHEREAS, Tax Credit Co., LLC, a Delaware limited liability company (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 5, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of VSS Structured Capital II, L.P., as the Collateral Agent for itself and certain Purchasers (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

TAX CREDIT CO., LLC

By: 

Name: Brandon Edwards

Title: CEO

SCHEDULE A

Service Mark

Serial No.

Tax Credit Co.

85634948