

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|------------------------------------|
| MAINSTREET PROPERTY GROUP, LLC | | 12/12/2012 | LIMITED LIABILITY COMPANY: INDIANA |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------|
| Name: | FIRM CAPITAL MORTGAGE FUND INC. |
| Street Address: | 1244 Caledonia Road |
| Internal Address: | C/O Firm Capital Corporation |
| City: | Toronto, Ontario |
| State/Country: | CANADA |
| Postal Code: | M6A 2X5 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------|
| Serial Number: | 85180005 | MAINSTREET |
| Serial Number: | 85180096 | |
| Serial Number: | 85180156 | INVESTING MORE THAN CAPITAL |
| Serial Number: | 85342117 | NEXGEN |
| Serial Number: | 85342149 | NEXTGEN |
| Serial Number: | 85393405 | MPG REIT |
| Serial Number: | 85400067 | NEXT GENERATION |
| Serial Number: | 85489627 | HEALTHLEASE PROPERTIES REIT |
| Serial Number: | 85490168 | |
| Serial Number: | 85490202 | HEALTHLEASE PROPERTIES REIT |

CORRESPONDENCE DATA

Fax Number: 3172371000

CH \$265.00 85180005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (317) 237-0300
Email: tmfrtw@faegrebd.com
Correspondent Name: Rebecca A. Richardson/c.j.bolinger
Address Line 1: 300 N. Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:

R. A. RICHARDSON SA

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Rebecca A. Richardson

Signature:

/Rebecca A. Richardson/

Date:

12/21/2012

Total Attachments: 5

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TRADEMARK
SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 12, 2012, by and between MAINSTREET PROPERTY GROUP, LLC, an Indiana limited liability company ("Debtor") in favor of FIRM CAPITAL MORTGAGE FUND INC. ("Lender").

W I T N E S S E T H:

WHEREAS, Debtor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral (as hereinafter defined).

WHEREAS, Debtor, and Lender have entered into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Credit Agreement") pursuant to which, among other things, Lender will make certain financial accommodations to Debtor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Debtor enter into a Pledge and Security Agreement dated as of the date hereof in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) Debtor execute this Trademark Security Agreement in order to grant a security interest in favor of Lender to secure the Secured Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Secured Obligations for the benefit of Lender and for other good and valuable consideration, the receipt of which is hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Lender a continuing security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those referred to on Schedule I hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for

past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (collectively, "Trademarks");

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

| <u>Date Filed</u> | <u>Mark</u> | <u>Application Number</u> | <u>Registered Y/N</u> |
|-------------------|--|---------------------------|--|
| November 18, 2010 | MAINSTREET and Design | 85/180,005 | Yes Registered on 11/29/11 No. 4,062,433 |
| November 18, 2010 | MISCELLANEOUS DESIGN | 85/180,096 | Yes Registered on 6/21/11 No. 3,981,593 |
| November 18, 2010 | INVESTING MORE THAN CAPITAL | 85/180,156 | Yes Registered on 6/21/11 No. 3,981,597 |
| June 9, 2011 | NEXGEN | 85/342,117 | |
| June 9, 2011 | NEXTGEN | 85/342,149 | |
| August 9, 2011 | MPG REIT and Design | 85/393,405 | |
| August 17, 2011 | NEXT GENERATION | 85/400,067 | |
| December 7, 2011 | HEALTHLEASE PROPERTIES REIT | 85/489,627 | |
| December 8, 2011 | Logo | 85/490,168 | |
| December 8, 2011 | HEALTHLEASE PROPERTIES REIT and Design | 85/490,202 | |