

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of security interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| GENERAL ELECTRIC CAPITAL CORPORATION | | 12/17/2002 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | SFI I, LLC |
| Street Address: | 1114 Avenue of the Americas |
| Internal Address: | 27th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 75187707 | SCREEN ADS INTERNATIONAL |
| Serial Number: | 75187784 | SPLICER |
| Serial Number: | 75187785 | MUVICO THEATERS |
| Serial Number: | 75645573 | MUVICO'S SILVER SCREEN CAFE |
| Serial Number: | 75660206 | PARADISE ENTERTAINMENT PARK |
| Serial Number: | 75716722 | AMERICA'S MOST BEAUTIFUL MOVIE THEATER |

CORRESPONDENCE DATA

Fax Number: 3124607000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3124605000
 Email: cwilson@seyfarth.com
 Correspondent Name: Seyfarth Shaw LLP, Patrick T. Muffo
 Address Line 1: 131 S. Dearborn St.

CH \$165.00 75187707

Address Line 2: Suite 2400
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 51695-1 |
| NAME OF SUBMITTER: | Patrick T. Muffo |
| Signature: | /Patrick T. Muffo/ |
| Date: | 03/04/2014 |

Total Attachments: 15
source=GECCLoanAssignmentAgreementSIGNED#page1.tif
source=GECCLoanAssignmentAgreementSIGNED#page2.tif
source=GECCLoanAssignmentAgreementSIGNED#page3.tif
source=GECCLoanAssignmentAgreementSIGNED#page4.tif
source=GECCLoanAssignmentAgreementSIGNED#page5.tif
source=GECCLoanAssignmentAgreementSIGNED#page6.tif
source=GECCLoanAssignmentAgreementSIGNED#page7.tif
source=GECCLoanAssignmentAgreementSIGNED#page8.tif
source=GECCLoanAssignmentAgreementSIGNED#page9.tif
source=GECCLoanAssignmentAgreementSIGNED#page10.tif
source=GECCLoanAssignmentAgreementSIGNED#page11.tif
source=GECCLoanAssignmentAgreementSIGNED#page12.tif
source=GECCLoanAssignmentAgreementSIGNED#page13.tif
source=GECCLoanAssignmentAgreementSIGNED#page14.tif
source=GECCLoanAssignmentAgreementSIGNED#page15.tif

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of December 17, 2002 by and among GENERAL ELECTRIC CAPITAL CORPORATION ("Assignor Lender") and SFI I, LLC, a Delaware limited liability company (together with its successors and assigns) ("Assignee Lender") and acknowledged and consented to by MUVICO ENTERTAINMENT, L.L.C., a Delaware limited liability company (the "Borrower"), MUVICO HOLDING, L.L.C., a Delaware limited liability company ("Muvico Holding"), MUVICO THEATRE, INC., a Florida corporation ("Muvico Theaters"; and together with Muvico Holding, the "Guarantors"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Loan Agreement as hereinafter defined.

RECITALS:

WHEREAS the Borrower, the Guarantors and Assignor Lender are parties to that certain Amended and Restated Loan and Security Agreement dated as of June 30, 2000, as modified and amended by that certain letter agreement dated as of August 16, 2000, as further modified and amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of November 8, 2000, as further modified and amended by that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of December 22, 2000, as further modified and amended by that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 21, 2001, as further modified and amended by that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 27, 2001, as further modified and amended by that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of June 14, 2001, as further modified and amended by that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated as of August 31, 2001, as further modified and amended by that certain Seventh Amendment to Amended and Restated Loan and Security Agreement dated as of October 9, 2001, and as further modified and amended by that certain Eighth Amendment to Amended and Restated Loan and Security Agreement dated as of February 28, 2002 (as modified, amended or restated from time to time, the "Loan Agreement"); and

WHEREAS, the payment obligations of the Borrower to Assignor Lender are evidenced by a certain Revolving Credit Note dated June 30, 2002 payable to the order of Assignor Lender (the "Revolving Note"; and together with the Loan Agreement and each of the other Loan Documents listed on Schedule 1 hereto, hereinafter collectively referred to as, the "Financing Documents"); and

WHEREAS, Assignor Lender desires to sell, assign and convey to Assignee Lender all of its right, title and interest in the Financing Documents, including, without limitation, all of its right, title and interest in the Loans, the Letter of Credit Obligations and the Collateral, WITHOUT RECOURSE; and

WHEREAS, Assignee Lender desires to become the Lender under the Loan Agreement and to accept such assignment from Assignor Lender;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. ASSIGNMENT, DELEGATION, AND ACCEPTANCE

1.1 Assignment.

(a) Assignor Lender hereby sells, conveys, transfers and assigns to Assignee Lender, WITHOUT RECOURSE and without representations or warranties of any kind (except as set forth in Section 3.2), all of Assignor Lender's right, title, and interest in the Financing Documents, including, without limitation, all of Assignor Lender's right, title and interest in the Loans, Letter of Credit Obligations and Collateral and Assignee Lender hereby purchases and acquires from Assignor Lender all of Assignor Lender's right, title and interest in the Financing Documents, including, without limitation, all of Assignor Lender's right, title and interest in the Loans, Letter of Credit Obligations and Collateral, effective as of the Effective Date (as hereinafter defined).

(b) As consideration for the assignment contemplated in Section 1.1(a) above, Assignee Lender shall pay to Assignor Lender \$20, 86,980.12(the "Purchase Price") comprising the following outstanding items:

| | | |
|-------|--|-----------------|
| (i) | Loans in the aggregate principal amount of | \$20,000,000.00 |
| (ii) | Accrued and unpaid interest on the Loans and unpaid deferral fee in the amount of | \$ 139,993.04 |
| (iii) | Accrued and unpaid expenses and fees, including Letter of Credit Fees, and deferral fee due under the Loan Agreement | \$ 200,000.00 |
| (iv) | Accrued and unpaid legal fees in the amount of | \$ 46,987.08 |
| | TOTAL | \$ _____ |

Payment of the Purchase Price on the Effective Date shall be wired to Assignor Lender as follows:

Acct Name: GECC/CAF Depository
Bank: Bankers Trust
90 Hudson Street, 5th Floor
Jersey City, NJ 07302

ABA# 021-001-033
Acct# 50-232-854
Ref# CFA4635-Muvico

1.2 Delegation. Assignor Lender hereby irrevocably assigns and delegates to Assignee Lender all of its duties and obligations as the Lender under the Financing Documents, effective as of the Effective Date.

1.3 Acceptance by Assignee Lender. By its execution of this Agreement, Assignee Lender irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be the "Lender" under the Financing Documents with respect to such assigned and delegated interests and to be bound by the terms and conditions thereof. By its execution of this Agreement, Assignor Lender agrees, to the extent provided herein, to relinquish its rights and be released from its obligations and duties under the Financing Documents.

1.4 Effective Date. Such assignment and delegation by Assignor Lender and acceptance by Assignee Lender will be effective and Assignee Lender will become the "Lender" under the Financing Documents as of the date of this Agreement ("Effective Date") and upon payment of the Purchase Price as specified in Section 1.1(b) above. Interest and Fees accrued prior to the Effective Date are for the account of Assignor Lender, and Interest and Fees accrued from and after the Effective Date are for the account of Assignee Lender.

2. DELIVERY OF NOTE; NOTICE OF ASSIGNMENT AND EFFECT OF ASSIGNMENT

2.1 Delivery of Note. Following payment of the Purchase Price, Assignor Lender will deliver to Assignee Lender the Revolving Note, as well as originals copies (or to the extent originals are not available) of the Financing Documents, or, upon request of the Assignee Lender, deliver to the Borrower the Revolving Note for cancellation and the issuance in favor of the Assignee Lender a Replacement Revolving Note.

2.2 Notice of Assignment and Delegation; Effect of Assignment. Assignor Lender hereby gives notice of the assignment and delegation to the Borrower and the Guarantors, and the Borrower and each Guarantor hereby consent to such assignment and delegation. Assignor Lender hereby instructs the Borrower to make payments that would otherwise be due to Assignor Lender absent the assignment under the Financing Documents on and after the Effective Date directly to Assignor Lender. From and after the Effective Date, (a) Assignor Lender shall not have any rights or obligations with respect to the Financing Documents, including, without limitation, any right to receive payments thereunder or in connection therewith, (b) Assignee Lender shall have all the rights, obligations and duties of the "Lender" under the Financing Documents, and (c) if Assignor Lender receives any payments under the Financing Documents, Assignor Lender shall promptly deliver such payments to Assignee Lender.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Assignee Lender's Representations, Warranties and Covenants. Assignee Lender hereby represents, warrants, and covenants the following to Assignor Lender:

(a) This Agreement is a legal, valid, and binding agreement of Assignee Lender, enforceable according to its terms;

(b) The execution and performance by Assignee Lender of its duties and obligations under this Agreement and the Financing Documents will not require any registration with, notice to, or consent or approval by any Governmental Authority;

(c) Assignee Lender is familiar with transactions of the kind and scope reflected in the Financing Documents and in this Agreement and is a sophisticated institutional investor and lender;

(d) Assignee Lender has made its own independent investigation and appraisal of the financial condition and affairs of each Credit Party, has conducted its own evaluation of the Loans and Letter of Credit Obligations, the Financing Documents and each Credit Party's creditworthiness, has made its decision to become the Lender to Borrower under the Loan Agreement independently and without reliance upon Assignor Lender, and will continue to do so; and

(e) Assignee Lender is entering into this Agreement in the ordinary course of its business, and is acquiring its interest in the Loans and Letter of Credit Obligations for its own account and not with a view to or for sale in connection with any subsequent distribution.

3.2 Assignor Lender's Representations, Warranties and Covenants. Assignor Lender hereby represents, warrants and covenants the following to Assignee Lender:

(a) This Agreement is a legal, valid and binding agreement of Assignor Lender, enforceable according to its terms;

(b) Assignor Lender has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby; and

(c) Assignor Lender is the legal and beneficial owner of the interests being assigned hereby, free and clear of any adverse claim, lien, encumbrance, security interest, restriction on transfer, purchase option, call or similar right of a third party.

3.3 Borrower's Representations, Warranties and Covenants.

(a) The Borrower hereby represents, warrants and covenants to each of Assignor Lender and Assignee Lender that immediately after giving effect to the assignment:

(i) all representations and warranties made by the Borrower in the Loan Agreement and each of the other Financing Documents are true and correct in all material respects as of the date of this Agreement with the same force and effect as if made on such date (except to the extent that any such representation or warranty relates expressly to an earlier date in which case such representation or warranty was true and correct as of such earlier date);

(ii) the Borrower is in compliance with all of the various covenants and agreements applicable to it set forth in each of the Financing Documents; and

(iii) no event has occurred and is continuing which constitutes or would constitute, with the giving of notice or the lapse of time or both, a default or event of default under any provision of any of the Financing Documents.

(b) The Borrower hereby ratifies and confirms that immediately after giving effect to the assignment (i) the Borrower has no defense, offset, claim, counterclaim or recoupment with respect to any of its obligations or liabilities arising in any way from or relating to the Loan Agreement or any other Financing Document (including, without limitation, any or all of the indebtedness thereunder) and (ii) all liens and security interests in the Collateral created under the applicable Financing Documents are valid, perfected and first priority liens and security interests in favor of Assignee Lender securing all of the Obligations. The Borrower hereby ratifies and confirms all terms, covenants and conditions set forth in the Financing Documents and confirms that Assignor Lender has not breached any of its obligations under the Financing Documents.

4. LIMITATIONS OF LIABILITY

Assignor Lender (except as provided in Section 3.2) does not make any representations or warranties of any kind, nor assume any responsibility or liability whatsoever, with regard to (a) the Loan Documents or any other Financing Document furnished pursuant thereto or the Loans, Letter of Credit Obligations or other Obligations, (b) the creation, validity, genuineness, enforceability, sufficiency, value or collectibility of any of them, (c) the amount, value or existence of the Collateral, (d) the perfection or priority of any Lien upon the Collateral, or (e) the financial condition of any Credit Party or other obligor or the performance or observance by any Credit Party of its obligations under any of the Loan Documents. Assignor Lender has not or will not have any duty to make any investigation, evaluation, appraisal of, or any responsibility or liability with respect to the accuracy or completeness of, any information provided to Assignee Lender which has been provided to Assignor Lender by any Credit Party. Nothing in this Agreement or in the Loan Documents shall impose upon the Assignor Lender any fiduciary relationship in respect of the Assignee Lender.

5. NOTICES

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given will be in writing and addressed to the respective party as set forth below its signature hereunder, or to such other address as the party may designate in writing to the other.

6. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of the

Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

7. RELEASE

As further consideration to induce Assignor Lender to execute and deliver this Agreement, each of the Borrower, the Guarantors and Assignee Lender hereby represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which the Borrower, any Guarantor or Assignee Lender may have, or claim to have, against Assignor Lender, and each of the Borrower, the Guarantors and Assignee Lender hereby releases, acquits and forever discharges Assignor Lender and its agents, employees, officers, directors, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent that the Borrower, any Guarantor or Assignee Lender may have, or claim to have, against any of such Released Parties from the beginning of time until and through the dates of execution and delivery of this Agreement.

8. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose; and have no substantive effect.

9. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF CONCERNING CONFLICTS OF LAWS AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. ANY SUIT BROUGHT BY ANY PARTY PERTAINING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE CITY AND THE COUNTY OF NEW YORK, NEW YORK.

11. COUNTERPARTS

This Agreement and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

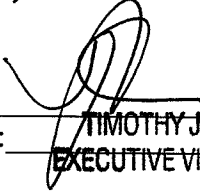
[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNEE LENDER:

SFI I, LLC, a Delaware limited liability company

By iStar Financial Inc.

By: 
Title: TIMOTHY J. O'CONNOR
EXECUTIVE VICE PRESIDENT

Notice Address:

1114 Avenue of the Americas
27th Floor
New York, NY 10036

ASSIGNOR LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Title: _____

Notice Address:

Georgia 400 Center
2325 Lakeview Parkway
Suite 700
Alpharetta, GA 30004

ACKNOWLEDGED AND CONSENTED TO:

BORROWER:

MUVICO ENTERTAINMENT, L.L.C.,
a Delaware limited liability company

By: MUVICO THEATERS, INC.
a Florida corporation, its Manager

By: _____
Title: _____

Notice Address:

3101 North Federal Highway, 6th Floor
Ft. Lauderdale, Florida 33306-1042

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

ASSIGNEE LENDER:

SFI I, LLC, a Delaware limited liability company

ASSIGNOR LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Title: _____

By: [Signature]
Title: Authorized Signatory

Notice Address:

1114 Avenue of the Americas
27th Floor
New York, NY 10036

Notice Address:

Georgia 400 Center
2325 Lakeview Parkway
Suite 700
Alpharetta, GA 30004

ACKNOWLEDGED AND CONSENTED TO:

BORROWER:

MUVICO ENTERTAINMENT, L.L.C.,
a Delaware limited liability company

By: MUVICO THEATERS, INC.
a Florida corporation, its Manager

By: [Signature]
Title: VICE PRESIDENT

Notice Address:

3101 North Federal Highway, 6th Floor
Ft. Lauderdale, Florida 33306-1042

GUARANTORS:

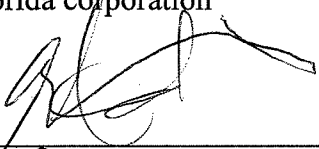
MUVICO HOLDING, L.L.C.,
a Delaware limited liability company

By: 
Title: PRESIDENT

Notice Address:

3101 North Federal Highway, 6th Floor
Ft. Lauderdale, Florida 33306-1042

MUVICO THEATERS, INC.,
a Florida corporation

By: 
Title: PRESIDENT

Notice Address:

3101 North Federal Highway, 6th Floor
Ft. Lauderdale, Florida 33306-1042

Schedule 1

FINANCING DOCUMENTS

1. **Amended and Restated Loan and Security Agreement** dated June 30, 2000 among the Borrower, Muvico Holding and Muvico Theaters and the Assignor Lender, as amended and modified by that certain First Amendment to Amended and Restated Loan and Security Agreement dated November 8, 2000, as further amended and modified by that certain Second Amendment to Amended and Restated Loan and Security Agreement dated December 22, 2000, as further amended and modified by that certain Third Amendment to Amended and Restated Loan and Security Agreement dated March 21, 2001, as further amended and modified by that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated March 27, 2001, as further amended and modified by that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated June 14, 2001, as further amended and modified by that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated August 31, 2001, as further amended and modified by that certain Seventh Amendment to Amended and Restated Loan and Security Agreement dated October 9, 2001, and as further amended and modified by that certain Eighth Amendment to Amended and Restated Loan and Security Agreement dated February 28, 2002 (as modified, amended or restated from time to time, the "Loan Agreement")
2. **Revolving Credit Note** dated June 30, 2000 issued by the Borrower and payable to the order of the Assignor Lender in the original principal amount of \$20,000,000
3. **Borrower Pledge Agreement** dated as of June 30, 2000 between Muvico Holding and the Assignor Lender (Stock of Muvico Theaters)
4. **Amended and Restated Pledge Agreement** dated June 30, 2000 by Muvico Holding in favor of the Assignor Lender (Membership interests in Muvico Boca Raton, L.L.C., Muvico City Place WPB, L.L.C., Muvico St. Petersburg, L.L.C. and Germantown Parkway Associates, L.L.C.)

5. **Consent (Ocean Bank Transaction)** dated as of February 28, 2000, by and among Assignor Lender, Muvico Holding and Borrower and Acknowledgment by Ocean Bank dated February 28, 2000.
6. **Intercreditor Agreement (City Place)** dated as of June 30, 2000, by and among Ocean Bank, a Florida banking corporation, the Guarantors, Borrower and Assignor Lender.
7. **Amended and Restated Intercreditor Agreement** dated as of December 22, 2000, among BankAtlantic, Muvico Holding, Muvico Theaters, Borrower and the Assignor Lender
8. **Intercreditor Agreement (Boca)** dated as of June 30, 2000 among Ocean Bank, Muvico Holding, Muvico Theaters, Borrower and the Assignor Lender
9. **Subordination Agreement** dated January 10, 2000, made by A. Hamid Hashemi, Deane L. Hashemi, Michael W. Melvin, Muvico Holding, Borrower and the Assignor Lender.
10. **Power of Attorney** executed by Borrower in favor of the Assignor Lender
11. **Power of Attorney** executed by Muvico Theaters, in favor of the Assignor Lender
12. **Intellectual Property Security Agreement** dated as of June 30, 2000 among Borrower, Muvico Theaters and the Assignor Lender
13. **Second Amended and Restated Collateral Assignment of Leases** dated as of June 10, 1999 between the Borrower and the Assignor Lender representing a security interest in leases for the following locations:

- a. Palm Harbor
 - b. Pompano 18
 - c. Peabody Place, Memphis, Tennessee
 - d. Pointe, Orlando, Florida
-
14. **Borrower Limited Liability Company Pledge Agreement** dated March 21, 2001 between the Borrower and the Assignor Lender

 15. **Deposit Account Agreement** dated as of May 29, 1998 by and among Barnett Bank, N.A. (n/k/a Bank of America, N.A.), the Borrower and the Assignor Lender

 16. **Concentration Account Agreement** dated as of May 29, 1998 by and among Barnett Bank, N.A. (n/k/a Bank of America, N.A.), the Borrower and the Assignor Lender

 17. **First Modification of Pledged Account Agreement** dated as of July 13, 1998 by and among Barnett Bank, N.A. (n/k/a Bank of America, N.A.), the Borrower and the Assignor Lender

 18. **Tri-Party Agreement** dated as of November 1, 2000 by and among City Place Equipment Company, L.P., the Assignor Lender and the Borrower

 19. **UCC Financing Statements:**
 - a. In-lieu filing with Muvico Holding as Debtor and the Assignor Lender as Secured Party, filed with the Secretary of State of Delaware and covering the following filings:

- i. File #200000161290 filed 7/13/00 with the Secretary of State of Florida;
 - ii. File #2000000255835 filed 11/9/00 with the Secretary of State of Florida;
 - iii. File #9804392 filed 1/27/98 with the Secretary of State of Delaware; and
 - iv. File #0078992 filed 11/9/00 with the Secretary of State of Delaware.
- b. In-lieu filing with Muvico Theaters as Debtor and the Assignor Lender as Secured Party, filed with the Secretary of State of Florida and covering the following filings:
- i. File #0000000181057741 filed 9/1/00 with the Secretary of State of Maryland;
 - ii. File #300048307 filed 9/1/00 with the Secretary of State of Tennessee; and
 - iii. File #200000161294 filed 7/13/00 with the Secretary of State of Florida.
- c. In-lieu filing with the Borrower as Debtor and the Assignor Lender as Secured Party, filed with the Secretary of State of Delaware and covering the following filings:
- i. File #980000018996 filed 1/27/98 with the Secretary of State of Florida;
 - ii. File #0000000181057740 filed 9/1/00 with the Secretary of State of Maryland;
 - iii. File #982-007911 filed 1/27/98 with the Secretary of State of Tennessee; and
 - iv. File #300048306 filed 9/1/00 with the Secretary of State of Tennessee.

- d. In-lieu filing with the Borrower as Debtor and the Assignor Lender as Secured Party, filed with the Secretary of State of Delaware and covering the following *equity* filings:
- i. File #20000161292 filed 7/13/00 with the Secretary of State of Florida;
 - ii. File #200100066561 filed 3/26/01 with the Secretary of State of Florida; and
 - iii. File #1028218 filed 3/26/01 with the Secretary of State of Delaware.

Capitalized terms used in this Schedule 1 shall have the respective meanings ascribed thereto in the foregoing Assignment Agreement.