

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITALSOURCE FINANCE LLC		03/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIELD POINT AGENCY SERVICES, INC.		
Street Address:	80 FIELD POINT ROAD		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1950163	TERACARD	
Registration Number:	2291198	SUN SMART	
Registration Number:	2163773	GUEST ACCESS	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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) 715-7670		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	062772-00067		
NAME OF SUBMITTER:	TANIA C. RAMOS		

CH \$90.00 1950163

Signature:	/TANIA C. RAMOS/
Date:	03/07/2014
Total Attachments: 9 source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page1.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page2.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page3.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page4.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page5.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page6.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page7.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page8.tif source=Security Interest from CapitalSource Finance LLC to Field Point Agency Services, Inc#page9.tif	

SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT (this "Agreement") is dated as of March 6, 2014 (the "Effective Date") by and among FIELD POINT AGENCY SERVICES, INC. ("Field Point" or the "Successor Agent"), CAPITALSOURCE FINANCE LLC ("CapitalSource"), in its capacity as Administrative Agent (as defined in the Credit Agreement described below) (in such capacity, the "Existing Agent"), TERACO HOLDINGS, INC. (the "Borrower") and MARBLEGATE SPECIAL OPPORTUNITIES MASTER FUND, L.P. ("Marblegate"), in its capacity as Lender (in such capacity, the "Lender") or Requisite Lender (as defined in the Credit Agreement described below) (in such capacity, the "Requisite Lender").

WHEREAS, the Borrower, CapitalSource, in its individual capacity, the lenders from time to time parties thereto, and CapitalSource, as the Existing Agent, entered into that certain Credit Agreement, dated as of August 17, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and together with the other Loan Documents (as defined in the Credit Agreement), collectively, the "Credit Documents"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, the Existing Agent wishes to resign as Administrative Agent under the Credit Agreement and the other Credit Documents in accordance with Section 11.1(g) of the Credit Agreement;

WHEREAS, the Requisite Lender wishes to appoint the Successor Agent to act as the successor Administrative Agent under the Credit Agreement and the other Credit Documents and the Borrower wishes to ratify such appointment, and the Successor Agent wishes to accept such appointment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Resignation and Appointment of Agent. As of the Effective Date (a) the Existing Agent hereby resigns as the Administrative Agent in accordance with Section 11.1(g) of the Credit Agreement, (b) Marblegate (in its capacity as the Requisite Lender) hereby accepts the resignation of the Existing Agent as Administrative Agent under the Credit Agreement and the other Credit Documents, (c) Marblegate (in its capacity as the Requisite Lender) hereby appoints Field Point to act as the successor Administrative Agent under the Credit Agreement and the other Credit Documents, (d) the Borrower consents to the appointment of the Successor Agent and (e) Field Point hereby accepts its appointment as Successor Agent. The Existing Agent, the Requisite Lender and the Borrower each waive any inconsistency or conflict with the provisions in Section 11.1(g) of the Credit Agreement with respect to the resignation under this Agreement of CapitalSource as Administrative Agent and the appointment under this Agreement of Field Point as successor Administrative Agent. Each of the parties hereto agrees to execute all documents necessary to evidence the resignation and appointment described herein.

2. Rights, Duties and Obligations. As of the Effective Date, the Successor Agent is hereby vested with all the rights, powers, discretion and privileges of the Existing Agent, as described in the Credit Documents, and the Successor Agent assumes from and after the Effective Date the obligations, responsibilities and duties of the Existing Agent, in accordance with the terms of the Credit Documents and the Existing Agent is hereby discharged from all of its duties and obligations as the Administrative Agent under the Credit Documents. Nothing in this Agreement shall be deemed a termination of the provisions of any Credit Document that survive the Existing Agent's resignation pertaining to CapitalSource in its capacity as Administrative Agent. The Borrower and the Requisite Lender expressly agree and acknowledge that the Successor Agent is not assuming any liability (i) under or related to the

Credit Documents prior to the Effective Date and (ii) for any and all claims under or related to the Credit Documents that may have arisen or accrued prior to the Effective Date.

3. Representations and Warranties of Existing Agent. The Existing Agent hereby represents and warrants on and as of the Effective Date as follows:

(a) Current Lenders. The list of the Lenders and the outstanding principal amount of the Loans owing to each such Lender under the Credit Agreement delivered by the Existing Agent to the Successor Agent is accurate.

(b) Loan Status. Schedule I sets forth (i) a true and correct schedule of the Lenders, the outstanding principal amount of the Loans owing to each such Lender, and accrued interest payable on the Loans owing to each such Lender as of the date hereof and (ii) any other fees, charges and expenses due and payable to the Existing Agent or the Lenders as of the date hereof.

(c) Credit Documents. Schedule II is a list of the Credit Documents delivered to the Successor Agent as of the date hereof, and as of the date hereof there have been no amendments, supplements or consents to the Credit Documents, of which the Existing Agent has knowledge or to which is a party.

(d) Physical Collateral. Schedule III is a list of all physical collateral currently in the possession of the Existing Agent as of the date hereof.

4. Covenants of Existing Agent. The Existing Agent covenants and agrees that it will, in each case at the Borrower's expense: (a) deliver, or cause to be delivered, promptly to the Successor Agent execution versions of the Credit Documents listed on Schedule II, provided that the Existing Agent will deliver executed originals of such documents if such documents are readily available to the Existing Agent and the Successor Agent reasonably deems it is necessary to have such an executed original in its possession, (b) use commercially reasonable efforts to deliver, or cause to be delivered, promptly to the Successor Agent, copies of any written notices, financial statements and other written requests delivered by the Borrower, in accordance with the notice provisions in Section 12.5 of the Credit Agreement, to the Existing Agent after the date hereof, (c) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Existing Agent under the Credit Documents to the Successor Agent, (d) deliver, or cause to be delivered, promptly to the Successor Agent all physical collateral listed on Schedule III and (e) take all actions reasonably requested by the Successor Agent or its representatives to facilitate the transfer of information and assignment of the Security Documents to the Successor Agent in connection with the Credit Documents. The Borrower and Requisite Lender hereby consent to all actions taken by the Existing Agent and the Successor Agent pursuant to the immediately preceding sentence. It is the intention and understanding of the Existing Agent and the Successor Agent that any exchange of information under this Section 4 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Existing Agent or the Successor Agent.

5. Fees and Expenses. Commencing on the Effective Date, the Existing Agent shall cease to be entitled to receive the administrative agent fees provided by the Credit Agreement, provided that the Existing Agent shall remain entitled to receive any accrued and unpaid administrative agent fees and expenses owed to it pursuant to the Credit Documents. All other provisions of the Credit Agreement providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Existing Agent shall remain in full force and effect for the benefit of the Successor Agent.

6. Amendments to Credit Documents. The parties hereby agree and acknowledge that, from and after the Effective Date, Field Point shall be, and shall be deemed to be, the Agent (including but not limited to its capacity as administrative agent, payment agent and collateral agent) under the Credit Agreement and the other Credit Documents. In furtherance of the foregoing, all defined terms referencing CapitalSource as the Agent in the Credit Agreement and the other Credit Documents are hereby amended to reference Field Point as the Agent thereunder.

7. Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Credit Agreement and the other Credit Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

8. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

9. Submission To Jurisdiction. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid and addressed as set forth in Section 12.5 of the Credit Agreement or in the case of Field Point, the address set forth below:

Field Point Agency Services, Inc.
c/o Marblegate Asset Management LLC
80 Field Point Road
Greenwich, CT 06830
Attention: Mark E. Zoldan
Chief Financial Officer

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

10. Consents.

(a) Each of the Borrower and undersigned Lender hereby consents to the amendments of the Credit Agreement set forth in this Agreement.

(b) Each of the parties to this Agreement hereby represents and warrants that (i) it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law and (ii) it consents to the appointment of Field Point as successor Administrative Agent under the Credit Agreement and the other applicable Credit Documents.

11. WAIVERS OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

12. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

13. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

14. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

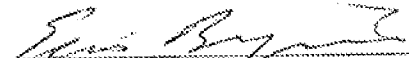
15. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

16. Interpretation. This Agreement is a Loan Document for all purposes of the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

CAPITALSOURCE FINANCE LLC
as Existing Agent

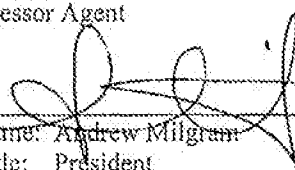
By: 
Name: Eric Brown
Title: Authorized Signatory

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

TRADEMARK
REEL: 005232 FRAME: 0829

FIELD POINT AGENCY SERVICES, INC.
as Successor Agent

By: _____


Name: Andrew Milgram
Title: President

Field Point Agency Services
c/o Marblegate Asset Management LLC
80 Field Point Road
Greenwich, CT 06830
Attention: Mark E. Zoldan, Chief Financial Officer
Email: mark@marblegate.com
Tel: 203-413-6902
Fax: 203-413-6938

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

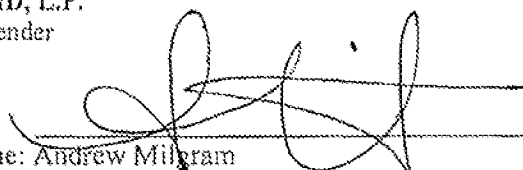
TRADEMARK
REEL: 005232 FRAME: 0830

TERACO HOLDINGS, INC.
as Borrower

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

MARBLEGATE SPECIAL OPPORTUNITIES MASTER
FUND, L.P.
as Lender

By: 
Name: Andrew Milgram
Title: Managing Partner of Marblegate Asset Management
LLC
the Investment Manager of Marblegate
Special Opportunities Master Fund, L.P.

Marblegate Special Opportunities Master Fund, L.P.
c/o Marblegate Asset Management LLC
80 Field Point Road
Greenwich, CT 06830
Attention: Mark E. Zoldan, Chief Financial Officer
Email: mark@marblegate.com
Tel: 203-413-6902
Fax: 203-413-6938

SCHEDULE

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
TERACARD	1,950,163	1/23/1996
SUN SMART	2,291,198	11/9/1999
GUEST ACCESS	2,163,773	6/9/1998