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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-12-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101354586

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/03/2000 DNGUYEN 00000295 75617789

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002070 FRAME: 0431

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75617789"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

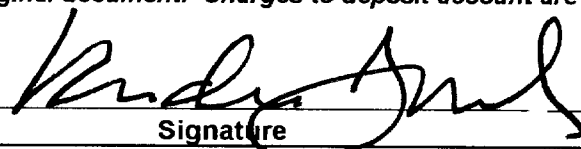
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Carlo F. Van den Bosch

Name of Person Signing



Signature

12141999

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 8th day of December, 1999, by and between Fremont Financial Corporation, having a place of business at 2020 Santa Monica Boulevard, Suite 600, Santa Monica, California 90404 (hereinafter referred to as the "Assignor"), and Fremont General Credit Corporation, having a place of business at 2020 Santa Monica Boulevard, Suite 600, Santa Monica, California 90404 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor is the owner of common law rights in the marks FREMONT FREEDOM LOAN and FREEDOM FINANCIAL FREEDOM LOAN (the "Marks"), as set forth in U.S. Service Mark Applications Serial Nos. 75/617,792 and 75/617,789 (the "Applications"), together with the goodwill of the business symbolized thereby in connection with the promotion of financial lending services ("the Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks and the Applications.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Marks and the Applications, together with (1) the goodwill of the business relating to the Services with which the Marks are used and for which the Applications have been made; (2) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (3) all right, title and interest in the Applications.

2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

FREMONT FINANCIAL CORPORATION

FREMONT GENERAL CREDIT CORPORATION

By: Richard C. Pugh
Name: Richard C. Pugh
Title: Senior Vice President
Date: 12/8/99

By: Patrick E. Lamb
Name: Patrick E. Lamb
Title: Vice President
Date: 12/8/99