

3/16/04

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

with the attached original documents or copy thereof.

1. Name of conveying party(ies):  
SIB Mortgage Corp.

2. Name and address of receiving party(ies):

Name: Lehman Brothers Holdings Inc.

Internal

Address: \_\_\_\_\_

Street Address: 745 Seventh Avenue

City: New York State: NY Zip: 10019

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached:  Yes  No

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution date: March 1, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
78/217327

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alida Stanley

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Court, Suite 300

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Phyllis Eremitaggio  
Name of Person Signing

Phyllis Eremitaggio  
Signature

March 16, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/19/2004 6T0411 00000040 230800 78217327

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT (“Assignment”)**, dated as of March 1, 2004, is made by and between **SIB MORTGAGE CORP.**, a New Jersey corporation (“Assignor”) and **LEHMAN BROTHERS HOLDINGS INC.** (“Assignee”).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of November 24, 2003 (the “*Asset Purchase Agreement*”) pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the trademark registrations and applications for trademark registration listed on **Schedule A** (the “*Assigned Trademark*”); and

**WHEREAS**, Assignee desires to acquire, and Assignee is willing to assign, the Assigned Trademark.

**NOW, THEREFORE**, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee, its entire right, title and interest in and to the Assigned Trademark together with the goodwill connected with and symbolized by the Assigned Trademark, free and clear of all Liens to the maximum extent provided in the Sale Order, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademark.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
4. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
5. This Assignment may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**SIB MORTGAGE CORP.**

By: Richard W. Payne

Name: Richard Payne  
Title: President & CEO

**ATTESTATION OF WITNESS.**

I, Jacqueline Roxbury, whose full post office address is 3040 Rt. 22 West Branchburg, NJ, was personally present and did see Richard W. Payne, III, who is personally known to me, execute the above assignment.

Jacqueline Roxbury

**LEHMAN BROTHERS HOLDINGS INC.**

By: Karen Manson

Name: Karen Manson  
Title: VP

**ATTESTATION OF WITNESS.**

I, Barbara E. Overton, whose full post office address is 3278 Riviera Dr, Coral Gables FL 33134, was personally present and did see Karen Manson, who is personally known to me, execute the above assignment.

Barbara E. Overton

**SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT AGREEMENT**

*Assigned Trademark*

<i>Trademark</i>	<i>Jurisdiction</i>	<i>Registration Date</i>	<i>Filing Date</i>	<i>Status</i>	<i>Registration/ Application Number</i>
Mortgage Maker	US Fed		2/21/2003	Pending	78-217,327

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**RECORDED: 03/16/2004**

**TRADEMARK  
REEL: 002935 FRAME: 0841**