

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment
EFFECTIVE DATE:	11/18/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monument Mortgage, Inc.		11/18/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	OTC Pacific, LLC
Street Address:	8105 Irvine Center Drive
Internal Address:	Suite 150
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1913751	GREENLIGHT
Registration Number:	1932799	MONUMENT GREENLIGHT APPROVED

CORRESPONDENCE DATA

Fax Number: (714)513-5130
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714.424.2828
 Email: tcloyd@sheppardmullin.com
 Correspondent Name: Tawnya R. Wojciechowski
 Address Line 1: 650 Town Center Drive
 Address Line 2: Fourth Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Terry Cloyd
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CH \$65.00 1913751

Signature:	/tc/
Date:	01/20/2005
Total Attachments: 14 source=assignment 1#page1.tif source=assignment 2#page1.tif source=assignment 3#page1.tif source=assignment 4#page1.tif source=assignment 5#page1.tif source=assignment 6#page1.tif source=assignment 7#page1.tif source=assignment 8#page1.tif source=assignment 9#page1.tif source=assignment 10#page1.tif source=assignment 11#page1.tif source=assignment 12#page1.tif source=assignment 13#page1.tif source=assignment 14#page1.tif	

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Agreement"), is made and effective as of this November 18, 2004 (the "Effective Date"), between Monument Mortgage, Inc., a California corporation ("Assignor") with an address at 2527 Camino Ramon, Suite 200, San Ramon, California 94583, and OTC Pacific, LLC, a California limited liability company with an address at 8105 Irvine Center Drive, Suite 150, Irvine, California 92612 ("Assignee") (Assignor and Assignee are sometimes referred to collectively herein as the "Parties" and individually as a "Party").

A. Assignor owns the service marks GREENLIGHT and MONUMENT GREENLIGHT APPROVED (and design), both for mortgage loan processing and underwriting services (collectively, the "Marks") and the federal registrations of the Marks (U.S. Reg. Nos. 1,913,751 and 1,932,799, respectfully) (the "Registrations").

B. Assignee is desirous of acquiring all right, title and interest in and to the Marks, the Registrations and the good will of the business symbolized by the Marks.

NOW, THEREFORE, for the consideration set forth in Section 1 and Section 2 herein, the receipt and sufficiency of which is hereby acknowledged and accepted, and intending to be legally bound hereby, the Parties hereto agree as follows:

Terms

1. Trademark Assignment. Effective as of the Closing, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (a) the Marks, together with the Registrations, (b) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, and (c) the goodwill of the business symbolized by the Marks.

2. Purchase Price. In consideration of Assignor's sale, assignment and transfer to Assignee of all of Assignor's right, title and interest in and to the Marks and Registrations as set forth in Section 1, and the representations, covenants, agreements and obligations made by Assignor in this Agreement, Assignee shall pay to Assignor the purchase price of \$1,500,000 (USD) in cash (the "Purchase Price"). Such payment shall be made by wire transfer to the account of Assignor before the close of business on the Closing Date using such banking coordinates and wire transfer instructions as Assignor shall provide to Assignee.

3. The Closing. The closing of the transactions contemplated by Section 1 and Section 2 (the "Closing") shall take place at the offices of Monument Mortgage, Inc. at 10:00 a.m. (PST) on November 18, 2004 (the "Closing Date"). On the Closing Date, Assignor will

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execute and deliver the Agreement to Assignee and Assignee will deliver to Assignor the Purchase Price, as contemplated by Section 2.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) Organization and Standing. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Assignor has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Authority. Assignor has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Assignor and constitutes the legal, valid and binding obligations of Assignor enforceable against Assignor in accordance with its terms.

(c) No Violation of Law and Agreements. The execution, delivery and performance of this Agreement (including, without limitation, the assignment of the Registrations and Marks to Assignee) does not directly: (i) conflict with or violate any provision of: (A) the Articles of Incorporation or Bylaws of Assignor; (B) to the knowledge of Assignor, any federal, state or local law or regulation relating to the use or exploitation of the Registrations or Marks; (C) any order, arbitration award, judgment or decree binding upon Assignor relating to the validity of the Registrations, any infringement of the Marks or Registrations or any injunction prohibiting the use of any of the Marks or Registrations; or (D) any material agreement or instrument to which Assignor or, to the knowledge of Assignor, the Registrations or Marks are subject; (ii) give any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency or political subdivision thereof), or any other legally recognized entity ("Person") the right to (A) declare a default or exercise any remedy under, or to accelerate the maturity or performance of, any agreement or understanding binding upon Assignor relating to the Marks or Registrations or (B) cancel, terminate or modify any agreement or understanding binding upon Assignor relating to the Marks or Registrations; or (iii) result in the imposition or creation of any lien, claim, pledge, security interest or encumbrance under any agreement or understanding binding upon Assignor relating to any of the Marks or Registrations.

(d) Intellectual Property Matters.

(i) Assignor has made available to Assignee correct and complete copies of all Certificates of Registrations or any pending applications for registration (as amended to date), whichever is applicable, for the Marks. With respect to each Mark:

(A) Assignor possesses all right, title and interest in and to the Marks and Registrations, free and clear of any lien or restriction;

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(B) except as set forth in Schedule 4(d)(i)(B), the Marks and Registrations are not subject to any licensing agreement or any other agreement granting rights or interests to a third party in the Marks and Registrations (including without limitation, rights to indemnity);

(C) the Marks and Registrations are not subject to any outstanding injunction, judgment, order, decree, ruling or charge except for prosecution proceedings in the U.S. Patent and Trademark Office that do not involve any cancellation or opposition proceeding;

(D) other than claims made by Assignee, no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand, is currently pending, or to Monument's knowledge threatened which challenges the validity, enforceability, use, or Assignor's ownership of the Marks and Registrations; and

(E) the Registrations are not subject to a decision by an authority with jurisdiction that the Registrations are (with the exception of abandoned applications) invalid or unenforceable, or, except as set forth in Schedule 4(d)(i)(E), are subject to any fee necessary to maintain the Marks or Registrations that is due within one year of the Closing.

(ii) Assignor has taken all necessary steps to maintain each Registration, including paying all trademark registration fees and renewal fees that have come due (if applicable).

(iii) Except as provided in Schedule 4(d)(iii) to this Agreement, in the two years prior to the Effective Date, Assignor has not issued a charge, complaint, claim, demand or notice to any third party alleging interference, infringement or violation of Assignor's rights in the Marks.

(iv) No suit is pending and, to the knowledge of Assignor, no claim has been made, asserted or threatened, in the past one year alleging that the Marks or Registrations owned by Assignor infringe the intellectual property rights of another Person.

(v) Except as provided in Schedule 4(d)(v) to this Agreement, the Assignor has: (A) not discontinued use of either Mark or Registration with the intent not to resume such use; (B) not received any internal reports, memorandums or other documents, including from its legal counsel, stating that the Marks and Registrations were abandoned; and (C) not received any charge, complaint, claim, demand or notice regarding the abandonment of the Marks and Registrations.

5. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor as follows:

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(a) Organization and Standing. Assignee is a limited liability company duly formed, validly existing and in good standing under the laws of the State of California. Assignee has all necessary limited liability company power and authority to carry on its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Authority. Assignee has all requisite limited liability company power and authority, and has taken all limited liability company action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Assignee and constitutes the legal, valid and binding obligations of Assignee enforceable against Assignee in accordance with its terms.

6. Confidentiality. Each Party will, and will cause its respective representatives to maintain in confidence all information received from the other Party or a representative of the other Party in connection with this Agreement (including the existence and terms of this Agreement) and use such information solely to evaluate the transactions as contemplated herein, unless (i) such information is already known to the receiving Party or its representatives, (ii) such information is subsequently disclosed to the receiving Party or its representatives by a third party that is not bound by a duty of confidentiality, (iii) such information becomes publicly available through no fault of the receiving Party, (iv) the receiving Party in good faith believes that the use of such information is necessary or appropriate in making any filing or obtaining any consent required for the performance of the transactions (in which case the receiving Party will notify the other Party prior to making the disclosure in order to allow the other Party sufficient time to seek a protective order or such other legal protection as may be appropriate) or (v) the receiving Party, based on advice from counsel and in good faith, believes that the disclosure of such information is required by law (in which case the receiving Party will notify the other Party prior to making the disclosure in order to allow the other Party sufficient time to seek a protective order or such other legal protection as may be appropriate). No Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party.

7. Covenants.

(a) Assignor hereby covenants that after the Closing Date, it will not use or display (or grant or assign any right to use or display) the name "Greenlight" alone or in combination with any other name as a mark, except to refer to Assignee in connection with legitimate comparative advertising, or as otherwise permitted by applicable law.

(b) Assignor hereby covenants that it will file or will cause to be filed with the Secretary of the States of California and Delaware UCC Financing Statements evidencing that C.P. Baker LLC and Foundation Pamalu have released their respective security interests in the Marks and Registrations.

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8. Survival. The representations and warranties of the Parties contained in this Agreement will survive the Closing Date and will remain in full force and effect for a period of five (5) years after the Closing, with the exception of the representations and warranties made in Section 4(a), 4(b), 5(a) and 5(b), which will survive indefinitely. The covenant in Section 7 will also survive indefinitely.

9. Further Assurances. Assignor hereby covenants and agrees to execute and deliver at the Closing the form of assignment set forth in Exhibit 1 (Short-Form Assignment of Trademarks) for recordation purposes and shall upon the request of and at the expense of Assignee, execute and deliver such other documents (in form and substance reasonably satisfactory to Assignee) as Assignee may reasonably request for the purpose of securing, recording or otherwise effectuating this Agreement, including, without limitation, to secure or effectuate the transfer, sale and assignment of the Marks and Registrations.

10. Entire Agreement. This Agreement (and all exhibits and schedules hereto) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. The Parties mutually agree that as of the Closing Date, the License Agreement between Assignor and Assignee dated July 9, 2004 (the "License Agreement") shall be deemed terminated and neither Party shall have any further rights or obligations under that License Agreement except for Sections 3, 4, 5, and 6 of the License Agreement, which expressly survive as provided for therein.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

12. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

13. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below (and receipt shall be deemed to occur upon actual receipt, as shown on the certified mail receipt):

If to Assignor: Monument Mortgage, Inc.
921 Front Street, Suite 220
San Francisco, CA 94111
Attn: Harry Kraatz

Copy to: Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street

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Philadelphia, PA 19103-2793
Attn: Terence A. Dixon, Esq.

If to Assignee: OTC Pacific, LLC
8105 Irvine Center Drive, Suite 150
Irvine, CA 92612
Attn: Vince Pozzuoli

Copy to: Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, Suite 4200
Los Angeles, CA 90071
Attn: David Sands, Esq.

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

16. Specific Performance.

(a) Each of the Parties acknowledges and agrees that, to the extent permitted by law, the other Party would be damaged irreparably in the event the covenants contained in Section 6 are not performed in any respect in accordance with their specific terms or otherwise is breached. Accordingly, each of the Parties agrees that, to the extent permitted by applicable law, the other Party shall be entitled to an injunction or injunctions (including temporary restraining orders and preliminary injunctions) to prevent breach of the provisions of such covenant and to enforce specifically such covenant in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

(b) Each of the Parties acknowledges and agrees that the Marks and Registrations are unique and that if the Assignor breaches its obligations to perform under this

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Agreement by failing to provide good title to the Marks and Registrations, Assignee will suffer irreparable and continuing harm and that legal remedies would be inadequate in the event of any such breach, and that damages would be difficult to ascertain. Therefore, the Assignor consents to the granting by any court of competent jurisdiction of equitable relief, mandatory or prohibitory, by way of restraining order, injunction, or otherwise (in addition to any other remedy to which they may be entitled), to enforce the specific performance of the sale, transfer and assignment of the Marks and Registrations as contemplated by Section 1 and Section 2 of this Agreement, if Assignor fails to deliver good title of the Marks and Registrations to the Assignee upon Closing.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

NOV-15-2004 MON 05:02 PM CP BAKER & COMPANY


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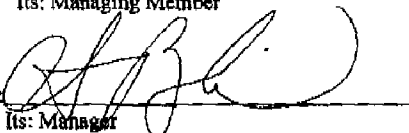
IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date and year first above written.

MONUMENT MORTGAGE, INC.

By: 
Name: Christopher P. Baker
Title: President

OTC PACIFIC, LLC

By: ENZO HOLDINGS, LLC
Its: Managing Member

By: 
Its: Manager

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FAX NO. 6174390770

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EXHIBIT 1

SHORT-FORM ASSIGNMENT OF TRADEMARKS

This SHORT-FORM ASSIGNMENT OF TRADEMARKS (the "Assignment"), is made and effective as of this November 18, 2004 (the "Effective Date"), between Monument Mortgage, Inc., a California corporation with an address at 2527 Camino Ramon, Suite 200, San Ramon, California 95483 ("Assignor"), and OTC Pacific, LLC, a California limited liability company with an address of 8105 Irvine Center Drive, Suite 150, Irvine, California 92612 ("Assignee").

WHEREAS, Assignor owns the service marks GREENLIGHT and MONUMENT GREENLIGHT APPROVED (and design), both for mortgage loan processing and underwriting services (collectively, the "Marks") and the federal registrations of the Marks (U.S. Reg. Nos. 1,913,751 and 1,932,799, respectfully) (the "Registrations").

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, the Registrations and the good will of the business symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (a) the Marks, together with the Registrations, (b) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks, and the right to sue and collect damages for such infringement, and (c) the goodwill of the business symbolized by the Marks.

IN WITNESS WHEREOF, this Short-Form Assignment of Trademarks has been signed as of this 15th day of November, 2004.

MONUMENT MORTGAGE, INC.



Name: *Chris, Stephen P. Baker*
Title: *President*
Date: *November 15, 2004*

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SCHEDULE 4(d)(i)(B)

1. License Agreement between Monument Mortgage, Inc. and Greenlight Financial Services, dated July 9, 2004. This License Agreement expired on October 9, 2004.

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SCHEDULE 4(d)(i)(E)

1. A renewal fee for the Mark and Registration for GREENLIGHT (U.S. Reg. No. 1,913,751) is due on August 22, 2005.
2. A renewal fee for the Mark and Registration for MONUMENT GREENLIGHT APPROVED (and design) (U.S. Reg. No. 1,932,799) is due on November 7, 2005.

SCHEDULE 4(d)(iii)

1. On May 27, 2004, Assignor sent a cease-and-desist letter to David Evans of Bebann Web Designs. Evans was the administrative contact of a web site that used the term "Green Light Mortgage" (http://loan.net--savings.com/loan-29/green_light_mortgage.html). Assignor demanded that Evans immediately cease all use of the term "Green Light" and any other variation of Assignor's GREENLIGHT mark on the web site.
2. On May 27, 2004, Assignor sent a cease-and-desist letter to Matthew Brown of CaliforniaMortgageRate.com of Lake Hughes, California. Brown was the administrative contact of a web site in which Assignor's service mark GREENLIGHT appeared as hidden text in multiple places on the web pages at <http://www.californiamortgagerate.com> and <http://www.grenlight.com>. Assignor demanded that Brown immediately cease all use of Assignor's GREENLIGHT mark, the domain name www.grenlight.com and any other variation of Assignor's GREENLIGHT mark on the web site.
3. On May 27, 2004, Assignor sent a cease-and-desist letter to Matt Paolini of Sarasota, Florida. Evans was the registrant of the domain name www.tradingpool.com. The web site residing at this domain name repeatedly used the term "greenlight mortgage." Assignor demanded that Paolini immediately cease all use of the GREENLIGHT mark and any other variation of Assignor's GREENLIGHT mark.
4. On May 27, 2004, Assignor sent a cease-and-desist letter to Chris Clopton of Tacoma, Washington. Clopton was the administrative contact of a web site in which the term "Greenlight Mortgage" appears in the URL <http://www.onlinejournalismawards.org/refinance/greenlight-mortgage.html> and in meta tags for the web site at that address. Assignor demanded that Clopton immediately cease all use of the term GREENLIGHT and any other variation of Assignor's GREENLIGHT mark on the web site.
5. On May 27, 2004, Assignor sent a cease-and-desist letter to ebusiness-sap of Porter Ranch, California. This organization was using the term "green light mortgage" in the URLs www.sarkisassadourian.com/green-light-mortgage.html and www.igsindore.org/green-light-mortgage-refinancing.html. Assignor demanded that ebusiness-sap immediately cease all use of the term GREENLIGHT and any other variation of Assignor's GREENLIGHT mark on the web site.
6. On May 27, 2004, Assignor sent a cease-and-desist letter to Grant Prevor, president of GreenLight Funding Mortgage Corp. of New York. This organization was operating a mortgage brokerage firm in New York City under the name GreenLight Funding Mortgage Corp. that uses the image of a traffic light as part of the company's logo. Assignor demanded that GreenLight Funding Mortgage Corp. immediately cease all use

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of the term GREENLIGHT, the traffic light design logo and any other variation of Assignor's GREENLIGHT mark on the web site.

7. On May 27, 2004, Assignor sent a cease-and-desist letter to Rick Bengson, President of United Discount Mortgage of San Diego, California. This organization's web site was using the term "Green Light Mortgage." Assignor demanded that United Discount Mortgage immediately cease all use of the term GREENLIGHT and any other variation of Assignor's GREENLIGHT mark on the web site.

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SCHEDULE 4(d)(v)

1. On March 1, 2004, Greenlight Financial Services, Inc. ("Greenlight") filed a Motion for Relief From Stay or, in the Alternative, Modification of Automatic Stay in the United States Bankruptcy Court for the Northern District of California (San Francisco Division). In the motion, Greenlight alleged that Assignor has not used the Marks, if ever, since at least 2002 and has no intent to use or resume use of the Marks. Assignor opposed this motion, which was denied.