

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omni Financial Corporation		06/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	OLAMS, Inc.
Street Address:	One Radisoon Plaza
Internal Address:	Suite 802
City:	New Rochelle
State/Country:	NEW YORK
Postal Code:	10801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2448973	OMNI LOANS
Registration Number:	2448974	OMNI MILITARY LOANS
Registration Number:	2479388	OMNI LOANS
Registration Number:	2486985	OMNI MILITARY LOANS
Registration Number:	2755949	WE LOVE TO SAY YES
Registration Number:	2810184	OMNI FINANCIAL
Registration Number:	2812560	OMNI FINANCIAL

CORRESPONDENCE DATA

Fax Number: (615)244-6804  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-850-8741  
 Email: rfelber@wallerlaw.com  
 Correspondent Name: Robert P. Felber, Jr.  
 Address Line 1: 511 Union Street

OP \$190.00 2448973

Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37219-8966

ATTORNEY DOCKET NUMBER: 012879.22606 OMNI

NAME OF SUBMITTER: Robert P. Felber, Jr.

Signature: /Robert P. Felber, Jr./

Date: 06/22/2006

Total Attachments: 4  
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source=Assignment#page4.tif

**ASSIGNMENT OF SERVICE MARKS,  
SERVICE MARK REGISTRATIONS AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT OF SERVICE MARKS, SERVICE MARK REGISTRATIONS AND ACCOMPANYING GOODWILL (this "Assignment"), is made effective as of the 1 day of July, 2006 (the "Effective Date"), by and between Omni Financial Corporation, a Delaware corporation with offices at One Radisson Plaza, Suite 802, New Rochelle, New York 10801 ("Omni"), and OLAMS, Inc., a Delaware corporation with offices at One Radisson Plaza, Suite 802, New Rochelle, New York 10801 ("OLAMS").

As of the Effective Date and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Omni does hereby sell, assign, transfer and set over to OLAMS all of OMNI's worldwide rights, title and interest in and to the service marks identified in Exhibit A, attached hereto (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages and profits for past, present or future infringements or unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for 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 Omni if this assignment and sale had not been made.

Omni agrees to execute and deliver at the request and expense of OLAMS, any papers, instruments and assignments necessary or reasonably convenient to vest in OLAMS all of Omni's right, title and interest in and to the Marks and any resulting registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by OLAMS, to the extent such evidence is in the possession or control of Omni.

This Assignment constitutes the entire agreement between the parties related to the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral relating to the subject matter hereof. This Assignment does not create any agency, partnership, joint venture or fiduciary relationship of any kind between the parties. This Assignment may be amended only by a writing signed by an authorized representative of each party. This Assignment is governed by and shall be construed in accordance with the laws of the State of New York and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. All notices, requests and deliveries under this Assignment shall be in writing and shall be deemed to have been sufficiently given if delivered in person or sent by registered or certified mail to the addresses set forth in the introductory paragraph hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Omni and OLAMS have executed this Assignment as of the Effective Date.

**OMNI:**

Omni Financial Corporation

By: Carol Anderson  
Carol Anderson

Title: Corporate Secretary

**OLAMS.:**

OLAMS, Inc.

By: Dana Marsigliano  
Dana Marsigliano

Title: Corporate Secretary

ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

Before me, Nicole A. Costa, a Notary Public of said County and State, personally appeared Carol Anderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Corporate Secretary of Omni Financial Corporation, a Delaware corporation and the within named assignor, and that she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of Omni by herself as such officer.

Witness my hand and seal, at office in New Rochelle, New York, this 13 day of June, 2006.

Nicole A. Costa  
Notary Public

My Commission Expires: 8/7/06

NICOLE A. COSTA  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01CO6046049  
QUALIFIED IN BRONX COUNTY  
MY COMMISSION EXPIRES AUG. 07, 2002 <sup>2006</sup> (NP)

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

Before me, Nicole A. Costa, a Notary Public of said County and State, personally appeared Dana Marsigliano, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Corporate Secretary of OLAMS, Inc., a Delaware corporation and the within named assignee, and that she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of OLAMS, Inc. by herself as such officer.




Witness my hand and seal, at office in New Rochelle, New York, this 13 day of June, 2006.

Nicole A. Costa  
Notary Public

My Commission Expires: 8/7/06

NICOLE A. COSTA  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01CO6046049  
QUALIFIED IN BRONX COUNTY  
MY COMMISSION EXPIRES AUG. 07, 2002 <sup>2006</sup> (NP)

**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF SERVICE MARKS, SERVICE MARK REGISTRATIONS AND**  
**ACCOMPANYING GOODWILL**

REG. NO.	MARK	CLASS
2,448,973		36
2,448,974		36
2,479,388	OMNI LOANS (standard characters)	36
2,486,985	OMNI MILITARY LOANS (standard characters)	36
2,755,949	WE LOVE TO SAY YES (standard characters)	36
2,810,184	OMNI FINANCIAL (standard characters)	36
2,812,560		36