

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lendia, Inc.		08/30/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lendia Group, LLC		
<b>Street Address:</b>	1221 Brickell Avenue, Suite 2660		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78287989	LENDIA	
<b>Registration Number:</b>	3068986	LENDIA	
<b>Registration Number:</b>	3104656	LIVE AS YOU PLEASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6174439292		
<b>Email:</b>	adaley@bromsun.com		
<b>Correspondent Name:</b>	William J. Morris III		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1618		
<b>ATTORNEY DOCKET NUMBER:</b>	2762/206, 208, 209		
<b>NAME OF SUBMITTER:</b>	William J. Morris III		

**CH \$90.00 78287989**

Signature:	/william j. morris III/
Date:	01/10/2007
<b>Total Attachments: 5</b> source=Lendiaassign 1#page1.tif source=Lendiaassign 1#page2.tif source=Lendiaassign 1#page3.tif source=Lendiaassign 1#page4.tif source=Lendiaassign 1#page5.tif	

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Step 1: Lendia, Inc. to Lendia Group)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of August, 2006, by and between Lendia, Inc., a Massachusetts corporation ("Old Lendia") and Lendia Group, LLC, a Florida limited liability company ("Lendia Group").

WHEREAS, Lendia Group is a wholly-owned subsidiary of Old Lendia, and Old Lendia owns 5,000 Class B Units of Lendia Group;

WHEREAS, Old Lendia originates, sells and services mortgage loans, and finances the acquisition of such mortgage loans with the proceeds of loans made available by GMAC Bank pursuant to a Warehouse Credit Agreement dated as of December 14, 2004 between Old Lendia and GMAC Bank (the "Credit Agreement");

WHEREAS, Old Lendia wishes to assign all of its assets, other than the Excluded Assets (as defined below), to Lendia Group in a transaction intended to qualify as tax-free under Section 721 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, in exchange for such assignment, Lendia Group wishes to assume all liabilities of Old Lendia, other than the Excluded Liabilities (as defined below), as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective upon the execution and delivery of this Agreement, Old Lendia hereby assigns, transfers and contributes to Lendia Group all right, title and interest in and to all of its assets and properties, other than the Excluded Assets, of any nature or description, tangible or intangible as of the date hereof (the "Assets"), including, without limitation, all rights to technology and other intellectual property owned and licensed by Old Lendia which includes Old Lendia's rights with respect to the invention entitled "LOGIX", set forth in an application for Letters Patent of the United States Serial No. 10/895,280 (the "Invention") and Old Lendia's right to request an instrument evidencing such assignment from the inventor of the Invention in recordable form to file with the United States Patent and Trademark Office, subject to all liens, claims and encumbrances pertaining thereto and assumed pursuant to this Agreement, including without limitation, with respect to the Credit Agreement. "Excluded Assets" shall mean, until the repayment in full of obligations by Old Lendia to GMAC Bank under the Credit Agreement, the "Collateral" as such term is defined in the Warehouse Security Agreement between Old Lendia and GMAC Bank, including without limitation, Old Lendia's rights to the mortgage loans and the proceeds from the sale of the mortgage loans listed on Exhibit A attached hereto. At such time as any such mortgage loan is not purchased as contemplated by its respective Purchase Commitment (as defined in the Credit Agreement), or is repurchased by Old Lendia pursuant to the terms of its respective Purchase Commitment,

such mortgage loan shall no longer be an Excluded Asset, and all rights and liabilities with respect thereto shall be transferred to Lendia Group. Following repayment in full to GMAC Bank of obligations under the Credit Agreement, such proceeds or assets that remain in Old Lendia shall be transferred to Lendia Group pursuant to the terms hereof, as soon as such proceeds or assets are available to transfer, and be deemed Assets assigned hereunder. Old Lendia shall immediately execute and deliver any other instruments of transfer and assignment as Lendia Group may request from time to time to further evidence such transfer.

2. Lendia Group hereby assumes all liabilities and obligations of any nature or description, past, present and future, of Old Lendia (the "Assumed Liabilities") whether related to the ownership of the Assets or otherwise, other than the Excluded Liabilities. "Excluded Liabilities" shall mean all of Old Lendia's liabilities and obligations under the Credit Agreement or any Purchase Commitment with respect to the mortgage loans listed on Exhibit A attached hereto. Without limiting the scope of the immediately preceding sentence, Excluded Liabilities shall not include (i) any liability under any Purchase Commitment, including, without limitation, repurchase, indemnification or similar obligations (other than the obligation to sell such loan to the committed purchaser pursuant to the terms thereof) or (ii) any liability or obligation with respect to a mortgage loan on Exhibit A which is not purchased pursuant to its respective Purchase Commitment or which Old Lendia is required to repurchase. Lendia Group shall immediately execute and deliver any other instruments of assumption as Old Lendia may request from time to time to further evidence such assumption. Lendia Group agrees to indemnify, defend and hold harmless Old Lendia (and any shareholder, member, director, officer, employee, affiliate or successor and assign of Old Lendia) from and against any claims, liabilities, damages, deficiencies, judgments, settlements, costs of investigation or other expenses including taxes, interest, penalties and reasonable attorneys' fees and reasonable fees of other experts and disbursements and expenses incurred in enforcing this indemnification, suffered or incurred by Old Lendia or any of the foregoing persons arising out of the Assumed Liabilities. Nothing herein shall alter or impair the obligations of any party under that certain Unit Purchase Agreement of even date herewith or that certain Limited Liability Company Operating Agreement of Lendia Group, or cause the representations, warranties, covenants and other agreements made by the parties to such documents to be undermined by the indemnification provisions hereof.

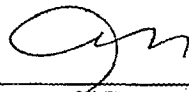
3. Old Lendia represents and warrants that it will repay GMAC Bank all of the funds due and owing to GMAC Bank pursuant to the Credit Agreement for all the mortgage loans listed on Exhibit A attached hereto which constitute Excluded Assets and which are financed by GMAC Bank upon the sale of such loans. Old Lendia agrees to indemnify, defend and hold harmless Lendia Group (and any member, director, officer, employee, subsidiary, affiliate or successor or assign of Lendia Group, other than Old Lendia and its direct or indirect shareholders, directors, officers, employees or successors or assigns) from and against any Losses suffered or incurred by Lendia Group or any of the foregoing persons arising out of a breach of this Section 3.

4. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law

rules, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed under seal by the parties hereto as of the date first above written.

LENDIA, INC.

By:   
\_\_\_\_\_  
Gregory O'Connor, Secretary

LENDIA GROUP, LLC

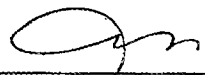
By:   
\_\_\_\_\_  
Gregory O'Connor, Chief Executive Officer

Exhibit A

Excluded Assets and Liabilities

[List loans currently funded by GMAC warehouse agreement in the name of Lendia, Inc.]

Borrower	Loan Amount	Date of Loan	Anticipated take-out Investor	Anticipated date of sale to Investor

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