Electronic Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Stylesheet Version v1.1

Name	Formerly	Execution Date	Entity Type
Lendingspace, Inc.		103/07/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Lendingspace Partners, LLC
Street Address:	161 Washington Street
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2852940	LENDINGSPACE
Registration Number:	2827434	LENDINGXCHG

CORRESPONDENCE DATA

Fax Number: (202)344-8300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2023444000

Email: negarrote@venable.com, rliebowitz@venable.com

Correspondent Name: Nora Garrote

Address Line 1: Venable, P.O. Box 34385

Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	40592-237656
NAME OF SUBMITTER:	Nora Garrote
Signature:	/nora garrote/
	TRADEMARK

TRADEMARK REEL: 003514 FRAME: 0747

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Date:	04/04/2007
Total Attachments: 2 source=Lending Space Assignment#page1. source=Lending Space Assignment#page2.	

TRADEMARK REEL: 003514 FRAME: 0748

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is made and entered into as of this day of March, 2007 (the "Effective Date"), by and between LENDINGSPACE, INC., a New Jersey corporation ("Seller"), and LENDINGSPACE PARTNERS, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of the Trademark LENDING SPACE® (United States Registration No.: 2,852,940, issued June 15, 2004 and Trademark LENDINGXCHG® (United States Registration No. 2,827,434, issued March 30, 2004) and the common law rights embodied therein and the good will attendant thereto (collectively, the "Marks");

and

WHEREAS, in connection with the closing on the transactions contemplated in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Seller and Buyer (the "Closing"), Seller has agreed to assign to Buyer all of its right title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers unto Buyer, its legal successors and assigns, all of the right, title and interest in and to the Marks, together with the goodwill symbolized thereby, and any and all rights at common law or statutory that Seller may have in or to the Marks anywhere in the world, and the right to sue and seek recoveries for any infringement of the Marks, and the right to apply for renewal of the aforementioned registrations and receive certificates of renewal with respect to the Marks in Buyer's own name. From and after the Closing, Buyer shall be the sole owner of the Marks.

Seller agrees at any time hereafter to execute and deliver any such other assignments, and documents as are necessary or desirable to render this assignment in compliance with the local laws of any jurisdiction, or to confirm, effectuate, memorialize or record anywhere in the world the assignment of rights set forth herein.

This document may be filed in one or more counterparts in the Trademark Offices of any jurisdictions where registrations and pending applications for registration for the Marks exists or may hereafter be filed by Buyer or its successors and assigns. The directors of such offices are instructed to issue any certificates of registration or renewal and send any communications from and after the Closing to Buyer at such addresses as Buyer may designate.

[Signature page follows]

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TRADEMARK REEL: 003514 FRAME: 0749 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

LENDINGSPACE, INC.
By:
Title: CEO Ravi Varma
State of County of Maryland County of Howard
Before me, a Notary Public in the afore-referenced State and County, dul commissioned and qualified, personally appear Ravi Varma with whom am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that he executed the foregoing instrument being duly authorized to so by LendingSpace, Inc. as his free act and deed and for the purposes therein contained.
Witness my hand, at office, this 7th day of March, 2007. My commission expires: 7-1-2010 Dennis Welly
ACCEPTED: DENNIS MCELGUNN Notary Public-Maryland Howard County My Commission Expires February 01, 2010
By:
Date of Signature:
v

RECORDED: 04/04/2007