

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Quitclaim Assignment and License		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America Corporation		06/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIVC Partners, L.P.		
Street Address:	191 N. Wacker Drive		
Internal Address:	Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2265149	CIVC	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0424		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-861-2000		
Email:	ccasey@kirkland.com, knunemaker@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive, Suite 7400		
Address Line 2:	c/o Krista L. Nunemaker		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41500-42		
NAME OF SUBMITTER:	Krista L. Nunemaker		
Signature:	/Krista L. Nunemaker/		

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Date:

07/09/2008

Total Attachments: 5

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TRADEMARK QUITCLAIM ASSIGNMENT AND LICENSE

THIS TRADEMARK QUITCLAIM ASSIGNMENT AND LICENSE (this "Assignment") is made and entered into as of June 30, 2008 ("Effective Date") by and among Bank of America Corporation, a Delaware corporation, with an office at 101 S. Tryon Street, Charlotte, NC 28225 (the "Assignor") on the one hand, and CIVC Partners, L.P., a Delaware limited partnership, with an office at 191 N. Wacker Drive Suite 1100, Chicago, IL 60606 ("Assignee") on the other.

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of June 2, 2008 (the "Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Agreement, Assignor wishes to assign to Assignee on a quitclaim basis and to receive a limited license back, and Assignee wishes to acquire from Assignor on a quitclaim basis and to grant a limited license, the trademark and trade name "CIVC" (solely as an acronym), including, without limitation, the U.S. trademark registration set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee on a quitclaim basis its right, title and interest in and to the Marks (to the extent of any such right, title and interest), for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor and any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor and Assignee expressly acknowledge and agree that the defined term "Marks" excludes the term "Continental Illinois Venture Corporation." Assignor and Assignee expressly acknowledge and agree that Assignee shall not use the term "Continental Illinois Venture Corporation" in any manner, including, without limitation, as a trademark, service mark, corporate or trade name, or domain name.

Assignee hereby grants Assignor and the Continental Illinois Venture Corporation, and their respective affiliates (collectively, the "Licensee") a worldwide, perpetual, irrevocable, transferable, royalty-free, fully-paid license to use the Marks in substantially the same manner as such Marks were used prior to the Effective Date in connection with managing Continental Illinois Venture Corporation and any investments related to CIVC Fund IIIA and its predecessors and/or successors, including any necessary or incidental uses in connection with the activities of such entities, including, without limitation, correspondence and communications

between Licensee and the SBA as well as any situation where Licensee uses the acronym "CIVC" to refer to Continental Illinois Venture Corporation. Licensee will use the Marks in connection with services of the same quality as those services on which the Marks were used prior to the Effective Date. If the quality of such services fails to meet the standard set forth in this paragraph, Assignee shall so notify Licensee and Licensee shall promptly cure such deficiency. Notwithstanding anything to the contrary in this Assignment, in the event Licensee breaches any provision in this paragraph, Assignee shall notify Licensee and provide Licensee a reasonable opportunity to promptly cure such breach and, failing cure, Assignee's sole and exclusive remedy shall be to seek specific performance in accordance with the terms of this Assignment, and Assignee shall not be entitled to, and shall not seek, any damages of any nature (including, without limitation, direct, indirect, consequential, and/or punitive damages) for such breach. Assignee acknowledges and agrees that the foregoing limitation on Assignee's remedies does not fail, shall not be argued or deemed to have failed, its essential purpose.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; and (3) in the perfection of this Assignment in all applicable jurisdictions throughout the world.

THE MARKS ARE BEING QUITCLAIMED TO ASSIGNEE ON AN "AS IS, WHERE IS" BASIS AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER IN LAW AND/OR EQUITY, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, VALIDITY, ENFORCEABILITY, AND/OR INFRINGEMENT OF OR BY THE MARKS AND/OR WITH RESPECT TO THIS AGREEMENT.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (except for its conflict of laws provisions). In the event of any conflict, inconsistency or ambiguity between this Assignment and the Agreement, this Assignment shall govern.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BANK OF AMERICA CORPORATION

By: _____

Name: _____

Title: _____

CIVC PARTNERS, L.P.

By:  _____

Name: Marcus D. Wedner

Title: Managing Member

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BANK OF AMERICA CORPORATION

By: *M. Ann O'Brien*

Name: M. ANN O'BRIEN

Title: MANAGING DIRECTOR

CIVIC PARTNERS, L.P.

By: _____

Name: _____

Title: _____

SCHEDULE A

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
CIVC	United States	2,265,149	7/27/1999

BOA-CIVC Trademark Assignment - Execution
Version.DOC