## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lighthouse Financial Group, Inc.		04/22/2010	CORPORATION: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	CapitalSource Finance LLC	
Street Address:	4445 Willard Avenue	
City:	Chevy Chase	
State/Country:	MARYLAND	
Postal Code:	20815	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3257910	LIGHTHOUSE FINANCIAL EST. 1995

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-8816

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-205
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/28/2010

04/28/2010

TRADEMARK REEL: 004194 FRAME: 0296 3257910

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Total Attachments: 4

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TRADEMARK
REEL: 004194 FRAME: 0297

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "<u>Agreement</u>") made as of this 22nd day of April, 2010 by LIGHTHOUSE FINANCIAL GROUP, INC., a Florida corporation ("<u>Grantor</u>") in favor of CapitalSource Finance LLC ("<u>Grantee</u>"):

### WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates and Grantee are parties to a certain Loan and Security Agreement dated as of December 31, 2001 (as amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of Grantor's affiliates by Grantee; and

WHEREAS, pursuant to the terms the Credit Agreement, Grantor has granted to Grantee a lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on hereto); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of Grantor corresponding thereto throughout the world and all other rights of Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law (collectively, "Grantor's Trademarks"), and all rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark (collectively, "Trademark Licenses" and, together with the Grantor's Trademarks, the "Trademarks") to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. In the event of any conflict between any provision

TRADEMARK REEL: 004194 FRAME: 0298 of this Trademark Security Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall control and govern.

- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Indebtedness, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether now owned or hereafter existing:
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 3. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.
- 4. <u>Termination</u>. This Agreement shall terminate concurrently with the termination of the Credit Agreement and payment in full of the Indebtedness.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIGHTHOUSE FINANCIAL GROUP, INC., a Florida corporation

By: Name:

Title:

Trademark Security Agreement 60799411\_1

# SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

### TRADEMARK REGISTRATIONS

**Trademark** 

U.S. Registration No.

Date Registered

LIGHTHOUSE FINANCIAL

3257910

7/3/07

TRADEMARK APPLICATIONS

Mark

Status

App. No. / Reg. No.

TRADEMARK LICENSES

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**RECORDED: 04/28/2010**