

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Bill of Sale and Assignment and Assumption Agreement																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Capmark Finance Inc.</td> <td></td> <td>12/11/2009</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Capmark Capital Inc.</td> <td></td> <td>12/11/2009</td> <td>CORPORATION: COLORADO</td> </tr> <tr> <td>Capmark Financial Group Inc.</td> <td></td> <td>12/11/2009</td> <td>CORPORATION: NEVADA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Capmark Finance Inc.		12/11/2009	CORPORATION: CALIFORNIA	Capmark Capital Inc.		12/11/2009	CORPORATION: COLORADO	Capmark Financial Group Inc.		12/11/2009	CORPORATION: NEVADA	
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Capmark Financial Group Inc.		12/11/2009	CORPORATION: NEVADA														
RECEIVING PARTY DATA																	
Name:	Berkadia Commercial Mortgage LLC																
Street Address:	118 Welsh Road																
City:	Horsham																
State/Country:	PENNSYLVANIA																
Postal Code:	19044																
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																
PROPERTY NUMBERS Total: 2																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2857384</td> <td>INVESTOR QUERY</td> </tr> <tr> <td>Registration Number:</td> <td>2790675</td> <td>INVESTOR QUERY</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2857384	INVESTOR QUERY	Registration Number:	2790675	INVESTOR QUERY								
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Registration Number:	2857384	INVESTOR QUERY															
Registration Number:	2790675	INVESTOR QUERY															
CORRESPONDENCE DATA																	
Fax Number:	(312)236-7516																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	312 368 4000																
Email:	brigid.powers@dlapiper.com																
Correspondent Name:	Mark I. Feldman DLA Piper LLP (US)																
Address Line 1:	P.O. Box 64807																
Address Line 4:	Chicago, ILLINOIS 60664-0807																
ATTORNEY DOCKET NUMBER:	372499-000002																
NAME OF SUBMITTER:	Mark I. Feldman																

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Signature:	/Mark I. Feldman/
Date:	12/28/2010
Total Attachments: 6 source=sale of Capmark to Berkadia#page1.tif source=sale of Capmark to Berkadia#page2.tif source=sale of Capmark to Berkadia#page3.tif source=sale of Capmark to Berkadia#page4.tif source=sale of Capmark to Berkadia#page5.tif source=sale of Capmark to Berkadia#page6.tif	

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION
AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made this 11th day of December, 2009, by and among CAPMARK FINANCE INC., a California corporation, CAPMARK CAPITAL INC., a Colorado corporation, CAPMARK FINANCIAL GROUP INC., a Nevada corporation, (each a "Seller" and collectively, the "Sellers"), and BERKADIA COMMERCIAL MORTGAGE LLC, a Delaware limited liability company (the "Purchaser").

WITNESSETH:

WHEREAS, the Sellers and the Purchaser have entered into that certain Asset Put Agreement dated as of September 2, 2009 (as amended, the "Put Agreement," capitalized terms not defined herein shall have the meanings ascribed to them in the Put Agreement); and

WHEREAS, pursuant to, and in accordance with the terms of, the Put Agreement, the Sellers have agreed to sell and assign to the Purchaser all of Sellers' right, title and interest in and to the Acquired Assets and the Purchaser has agreed to (i) accept from the Sellers all of the Sellers' right, title and interest in and to the Acquired Assets and (ii) assume from the Sellers, and pay, perform and discharge when due, the Assumed Liabilities.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and in the Put Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Each Seller does hereby sell, convey, assign, transfer and deliver to the Purchaser, free and clear of all Liens (other than Permitted Liens), all of the Sellers' respective right, title and interest in, to and under the Acquired Assets, TO HAVE AND TO HOLD unto the Purchaser, and the Purchaser's successors and assigns, to and for its and their use forever.

2. Assumption. The Purchaser hereby (i) accepts the conveyance, assignment, transfer and delivery of all of the Sellers' right, title and interest in and to the Acquired Assets and (ii) assumes and agrees to pay, perform and discharge when due the Assumed Liabilities and no others (for the avoidance of any doubt, the Purchaser shall not be deemed to assume, agree to pay, perform or otherwise discharge, satisfy or be liable for any Excluded Liabilities).

3. Put Agreement. This Agreement is in accordance with and is subject to all of the terms of the Put Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of the Sellers or the Purchaser contained in the Put Agreement. If any conflict

or other difference exists between the terms of this Agreement and the Put Agreement, then the terms of the Put Agreement shall govern and control.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (it being agreed that Purchaser may assign this Agreement in whole or in part to any Person to which the Purchaser proposes to sell or otherwise transfer (or pledge or otherwise encumber) Acquired Assets). Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Sellers, the Purchaser, and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

5. Further Assurances. The Sellers and the Purchaser shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request and without further consideration, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State without regard to the conflicts-of-laws rules thereof.

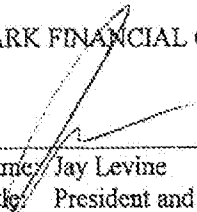
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

8. Miscellaneous. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the Sellers and the Purchaser have executed this Bill of Sale and General Assignment and Assumption Agreement as of the date first written above.

CAPMARK FINANCIAL GROUP INC.

By: 
Name: Jay Levine
Title: President and Chief Executive Officer

[Signature Page -- Bill of Sale]

CAPMARK FINANCE INC.

By: 
Name: Michael L. Libson
Title: President

[Signature Page -- Bill of Sale]

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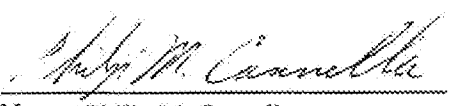
CAPMARK CAPITAL INC.

By: Thomas L. Fairfield
Name: Thomas L. Fairfield
Title: President

{Signature Page - Bill of Sale}

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BERKADIA COMMERCIAL MORTGAGE LLC

By: 
Name: Philip M. Cannella
Title: Authorized Person

[Signature Page -- Bill of Sale]