

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Financial Holdings LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Financial LLC		
Street Address:	400 Park Avenue		
Internal Address:	Suite 1510		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3989287	ON THE LEFT	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	016318/0146		
NAME OF SUBMITTER:	Marcela Robledo		

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Signature:	/mr/
Date:	11/30/2011
Total Attachments: 7 source=CFH-CF#page1.tif source=CFH-CF#page2.tif source=CFH-CF#page3.tif source=CFH-CF#page4.tif source=CFH-CF#page5.tif source=CFH-CF#page6.tif source=CFH-CF#page7.tif	

INTELLECTUAL PROPERTY AND THIRD PARTY CONTRACT ASSIGNMENT

THIS INTELLECTUAL PROPERTY AND THIRD PARTY CONTRACT ASSIGNMENT (this "Assignment") is made and entered into as of November 18, 2011 ("Effective Date") by and between **CHURCHILL FINANCIAL HOLDINGS LLC**, a Delaware limited liability company, with its principal office at 400 Park Avenue Suite 1510, New York, NY 10022 ("Assignor"), and **CHURCHILL FINANCIAL LLC**, a Delaware limited liability company, with its principal office at 400 Park Avenue Suite 1510, New York, NY 10022 ("Assignee").

WHEREAS, Assignor and Carlyle Investment Management L.L.C ("Carlyle") are parties to that certain Acquisition Agreement dated as of the date hereof (the "Acquisition Agreement", capitalized terms used but not defined herein shall have the meaning set forth therein), pursuant to which Assignor has agreed to sell and Carlyle has agreed to purchase all of the outstanding equity interests of the Assignee;

WHEREAS, Assignor is the owner of certain assets set forth on Schedule A attached hereto (collectively, the "Assets"), and is the signatory to certain contracts with third parties as set forth on Schedule A attached hereto (collectively, the "Contracts"); and

WHEREAS, pursuant to Section 6.8 of the Acquisition Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Assets, and Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor's rights and obligations under the Contracts, to the extent permitted under the terms of the Contracts, all of such assignment of the Assets and the Contracts being subject to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor, subject to the terms of this Agreement, hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all Liens, its entire right, title and interest in and to the Assets, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights 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, misappropriation or other violation of the Assets, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for

the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Subject to the terms of this Assignment, including without limitation the second sentence of this Section 2, Assignor hereby assigns to Assignee, and Assignee hereby accepts, each of the Contracts, including all of Assignor's claim, right, liability or benefit arising thereunder. Notwithstanding anything to the contrary in this Assignment, this Assignment shall not constitute an agreement to convey, transfer or assign any Contract or any liability, claim, right or benefit arising thereunder or resulting therefrom, solely to the extent an attempted conveyance, transfer or assignment of such Contract, or the change of control of Assignor as contemplated by the Acquisition Agreement, would constitute a breach of, or other contravention under, any such Contract, or would be ineffective with respect to any party thereto, unless the consent of the other party to the Contract is obtained. Assignor shall make commercially reasonable efforts, with the cooperation of Assignee, to obtain any consent required to consummate and make effective the transactions contemplated by this Agreement. Any such efforts by Assignor shall be at Assignee's expense with regard to any out of pocket costs or fees.
3. Assignor hereby request the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the trademarks included in the Assets. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, executing any further assignments, notifications and other documents as may be reasonably requested and making all applicable filings at the relevant Governmental Authorities, all at Assignee's expense.
4. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE ACQUISITION AGREEMENT, (I) ASSIGNOR MAKES NO AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, SCOPE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, VALIDITY, REGISTRABILITY, OR RELATING TO THE ASSETS OR THE CONTRACTS ASSIGNED HEREIN, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, REGARDING THE ASSETS AND THE CONTRACTS ASSIGNED HEREIN, AND (II) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE AGREES AND CARLYLE ACKNOWLEDGES THAT THE ASSETS AND CONTRACTS TRANSFERRED IN THIS ASSIGNMENT ARE TRANSFERRED AND PROVIDED "AS IS". EXCEPT AS SET FORTH IN THE ACQUISITION AGREEMENT, ASSIGNOR'S TOTAL LIABILITY UNDER THIS

ASSIGNMENT SHALL NOT EXCEED THE CASH CONSIDERATION PAID UNDER THE ACQUISITION AGREEMENT, NAMELY \$1.00 (ONE DOLLAR).

5. If at any time after the Effective Date, Assignor or Assignee discover any additional items that should have been, but were not, listed in Schedule A, such party shall promptly notify the other party and (A) such Schedule A shall be promptly corrected to include such items, which shall be deemed included on such schedule as of the Effective Date and (B) the Assignee shall be given prompt delivery of or access to all tangible and physical embodiments of such items, as applicable. Assignor hereby agrees to use commercially reasonable efforts, with the cooperation of Assignee, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, all at Assignee's expense with regard to any out of pocket costs or fees.

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

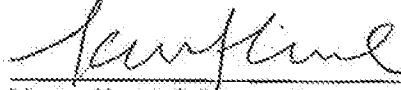
CHURCHILL FINANCIAL HOLDINGS
LLC

Alastair S.C. Merrick

Name: Alastair G. C. Merrick
Title: Chief Financial Officer and Chief
Administrative Officer

[Signature Page to IP Assignment Agreement]

CHURCHILL FINANCIAL LLC



Name: Kenneth J. Kencel

Title: President and Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 004668 FRAME: 0563

Acknowledged:

**CARLYLE INVESTMENT
MANAGEMENT L.L.C.**

By: TC Group, L.L.C., its managing
member

By: TCG Holdings, L.L.C., its managing
member

A handwritten signature in black ink, appearing to read "Mitch Petrick", written over a horizontal line.

Name: Mitch Petrick

Title: Managing Director

[Signature Page to IP Assignment Agreement]

SCHEDULE A

ASSIGNED ASSETS AND CONTRACTS

- All rights under the trademark ON THE LEFT, including United States trademark registration no. 3,989,287 and the logo for the ON THE LEFT trademark,



together with the goodwill of the business associated therewith;