

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

08-13-1998

U.S. Department of Commerce
Patent and Trademark Office
PATENT



100794381

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

Assignment of Security

U.S. Government

Agreement

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

FIRST UNION NATIONAL BANK

6/24/98

Name (line 2)

(Successor in interest to Signet Bank)

Execution Date ~
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

MCG FINANCE CORPORATION

Name (line 2)

Address (line 1)

1100 WILSON BLVD., SUITE 800

Address (line 2)

Address (line 3)

ARLINGTON

VA

22209

City

State/Country

Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 9367 FRAME: 0711

Correspondent Name and Address

Area Code and Telephone Number (212) 692-1800

Name TIMOTHY E. TRACY, ESQ.

Address (line 1) BRYAN CAVE LLP

Address (line 2) 245 PARK AVENUE

Address (line 3) NEW YORK, NY 10167

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

17

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,433,480

D352,309

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment:
Deposit Account

Enclose ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-4467

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy E. Tracy

Name of Person Signing

Signature

Date

Dec. No. 39,401

**ASSIGNMENT OF
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (as may be amended, supplemented and otherwise modified from time to time, "Assignment") is made and effective as of June 24, 1998, by and between **FIRST UNION NATIONAL BANK** (as successor in interest to Signet Bank and including any additional successor, assignee or transferee thereof, "Assignor") and **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Assignee").

RECITALS

WHEREAS, Assignor and Morningstar, Inc. ("Grantor") have entered into a certain Collateral Assignment of Intellectual Property dated as of August 19, 1994 (as amended from time to time, "IP Security Agreement"), a copy of which (including the schedules thereto setting forth with particularity the copyrights, trademarks, trademark applications and patents as to which the security interest is being assigned) is attached hereto as Exhibit A; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 11, 1998 (as amended from time to time, including as amended to transfer the rights and obligations of the Buyer thereunder from MCG Credit Corporation to Assignee, "Purchase Agreement") pursuant to which Assignee has agreed to purchase certain loans and other assets from Assignor; and

WHEREAS, under the terms of the Purchase Agreement, Assignor also has agreed to assign its right, title and interest in and to the IP Security Agreement to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part hereof as though actually stated herein.

2. Assignment. Assignor hereby assigns all of its right, title and interest in and to the IP Security Agreement (and the security interests represented thereby) to Assignee.

3. Requested Recordation. Assignee authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Assignment is submitted) to file and record this Assignment (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Assignee's interest in the IP Security Agreement.

4. Further Assurances. Assignor hereby agrees to cooperate with Assignee and, from time to time, to execute and deliver such other documents, instruments and assignments and to do all such further acts and things as may be necessary or desirable to assign the IP Security Agreement (or the security interests thereunder) or otherwise to carry out the intent of the parties hereunder.

5. Miscellaneous. This Assignment has been entered into in conjunction with the provisions of the Purchase Agreement. In the event that any provisions of this Assignment are deemed to conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

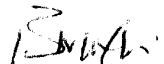
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

FIRST UNION NATIONAL BANK
(Assignor)


By: _____

By: 
Name: _____
Title: _____

WITNESS:

MCG FINANCE CORPORATION
(Assignee)

By: _____

By: 
Bryan J. Mitchell, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF

DISTRICT OF COLUMBIA
COUNTY OF

SS

Before me, the undersigned, a Notary Public, on this 21st day of June, 1998, personally appeared Bruce W. Hatten, to me known personally, who, being by me duly sworn, did say that he/she is the _____ of First Union National Bank, and that said instrument (i.e., the Assignment) was signed on behalf of said First Union National Bank by authority of its Board of Directors, and the said Bruce W. Hatten acknowledged said instrument to be his/her free act and deed.

Barbara M. Backus
Notary Public

My Commission Expires: _____

BARBARA M. BACKUS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2002

ACKNOWLEDGEMENT

STATE OF DISTRICT OF COLUMBIA SS
COUNTY OF _____

Before me, the undersigned, a Notary Public, on this 23rd day of June, 1998, personally appeared Bryan J. Mitchell, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Assignment) was signed on behalf of said **MCG FINANCE CORPORATION** by authority of its Board of Directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Barbara M. Backus
Notary Public

My Commission Expires: _____

68690

BARBARA M. BACKUS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2002