

11-24-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
GE Capital Mortgage Corporation

2. Name and address of receiving party(ies)

Name: GE Mortgage Holdings, LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Attached Distribution Agreement

Street Address: 6601 Six Forks Road

City: Raleigh State: NC Zip: 27615

Execution Date: 06/01/2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/564,012

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter H. Priest

Priest & Goldstein, PLLC

Internal Address: _____

Street Address: 5015 Southpark Drive

Suite 230

City: Durham State: NC Zip: 27713-7736

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41). \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. 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.

Peter H. Priest

Name of Person Signing

Peter H. Priest
Signature

November 12, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2001, by GE Capital Mortgage Corporation, a Delaware corporation ("GECMC"); General Electric Capital Corporation, a Delaware corporation ("GECC"); GE Financial Assurance Holdings, Inc., a Delaware corporation ("GEFAHI"), and GE Mortgage Holdings, LLC, a North Carolina limited liability company ("GEMH").

Statement of Purpose

GECC, as the sole shareholder of GECMC, has determined that it is in the best interests of GECMC and GECC to dissolve and liquidate GECMC in accordance with applicable provisions of the Delaware General Corporation Law (the "Act") pursuant to the terms hereof.

Following the dissolution of GECMC and payment of or provision for creditors, the assets of GECMC will be distributed to GECC pursuant to the Act, including, but not limited to, GECMC's ownership interests in all its subsidiaries (collectively, the "Subsidiaries"), which are listed on Exhibit A attached hereto and incorporated herein by reference. GECC will then contribute the ownership interests in the Subsidiaries designated on Exhibit A as mortgage insurance subsidiaries (collectively, the "Mortgage Insurance Subsidiaries") to GEFAHI, its wholly-owned subsidiary, which will contribute them to GEMH, its wholly-owned subsidiary. GECC will also assign the agreements to which GECMC is a party (the "Agreements") to GEFAHI and GEFAHI will then assign the Agreements to GEMH.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

A. **Dissolution of GECMC.** By executing this Agreement, GECC and GECMC hereby agree that GECMC shall be dissolved effective as of June 1, 2001, or as soon as reasonably possible after the execution of this Agreement, pursuant to the terms of this Agreement and in the manner required under the Act.

B. **Payments to Creditors.** Pursuant to the GE Capital Mortgage Corporation Distribution Plan attached hereto as Exhibit B:

1. GECMC shall pay, or make reasonable provision to pay, all claims and obligations, including all contingent, conditional or unmatured contractual claims known to GECMC; and
2. GECMC shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against GECMC which is the subject of a pending action, suit or proceeding to which GECMC is a party; and

3. GECMC shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to GECMC or that have not arisen but that, based on facts known to GECMC, are likely to arise or become known to GECMC within ten (10) years after the date of dissolution.

The foregoing notwithstanding, GECMC is unaware of any claims against it as of the date of this Agreement, and believes that no such claims exist.

C. **Distribution of Assets of GECMC.** Following the dissolution of GECMC and the completion of the Plan of Distribution (the "Distribution Date"), all remaining assets of GECMC shall be distributed to GECC as follows:

1. **Ownership Interests.** Effective as of the Distribution Date, shares of stock in all Subsidiaries shall be distributed to GECC. GECMC will execute a Stock Power in the form attached hereto as Exhibit C for each Subsidiary and will record on the books of each Subsidiary that GECC is the stockholder of such Subsidiary.
2. **Agreements.** Effective as of the Distribution Date, GECMC hereby assigns, conveys, transfers, and delivers to GECC and GECC hereby acquires, accepts, and assumes from GECMC all leases, contracts, and agreements to which GECMC is a party (each an "Agreement" and, collectively, the "Agreements").
3. **Intellectual Property.** Effective as of the Distribution Date, GECMC hereby assigns, conveys, transfers, and delivers to GECC and GECC hereby acquires, accepts and assumes from GECMC all rights in any and all GECMC trademarks, patents, patent registrations and applications, inventions, trade secrets, secret processes, formulae, know-how and other proprietary data and information and licenses.
4. **Cash.** All of GECMC's cash on hand and cash in bank accounts shall be paid to GECC.
5. **Other Assets, Furniture, Fixtures, and Equipment.** Effective as of the Distribution Date, possession and title to all other assets, including, but not limited to, furniture, fixtures, and equipment owned by GECMC shall be delivered to GECC.

D. **Mortgage Insurance Subsidiaries.** Following the distribution of the ownership interests in the Mortgage Insurance Subsidiaries to GECC, GECC shall contribute such ownership interests to GEFAHI, which shall contribute such ownership interests to GEMH. GECCMC, GECC, GEFAHI, and GEMH shall use their best efforts to secure the consent of any third party that is required due to the change in ownership of the Mortgage Insurance Subsidiaries.

E. **Further Assignment of Agreements.**

1. **Assignment to GEFAHI.** Effective as of the assignment of the Agreements to GECC, GECC hereby assigns, conveys, transfers, and delivers to GEFAHI and GEFAHI hereby acquires, accepts, and assumes from GECC all the Agreements, excluding, however, those Agreements that, by their terms, relate solely and exclusively to the Subsidiaries other than the Mortgage Insurance Subsidiaries.
2. **Assignment to GEMH.** Effective as of the assignment of the Agreements to GEFAHI, GEFAHI hereby assigns, conveys, transfers, and delivers to GEMH and GEMH hereby acquires, accepts, and assumes from GEFAHI all the Agreements, excluding, however, those Agreements that, by their terms, relate solely and exclusively to the Subsidiaries other than the Mortgage Insurance Subsidiaries.

F. **Closing of the Books.** The books and records of GECCMC shall be closed as of the date hereof. The final financial statements of the date hereof shall be prepared by GECCMC's accountants.

G. **Miscellaneous.**

1. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Seller and the Buyer and their respective heirs, administrators, successors and assigns.
2. **Amendment, Execution in Counterparts.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the parties to be charged. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.
4. **Severability.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any

arbitral body or court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

5. **Headings, Exhibits and Schedules.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation. All exhibits and schedules attached hereto are hereby incorporated by reference and made a part of this Agreement.

6. **Entire Agreement.** This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, GEPMC, GECC, GEFAHI, and GEMH have caused this Agreement to be duly executed as of the day and year first above written.

GE CAPITAL MORTGAGE CORPORATION

By: Thomas H. Mann
Name: Thomas H. Mann
Title: Chairman & President

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

GE FINANCIAL ASSURANCE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

GE MORTGAGE HOLDINGS, LLC

By: Thomas H. Mann
Name: Thomas H. Mann
Title: Chairman & President

IN WITNESS WHEREOF, GEPMC, GECC, GEFAHI, and GEMH have caused this Agreement to be duly executed as of the day and year first above written.

GE CAPITAL MORTGAGE CORPORATION

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

GE FINANCIAL ASSURANCE HOLDINGS, INC.

By: Ward Bobitz
Name: Ward Bobitz
Title: Vice President

GE MORTGAGE HOLDINGS, LLC

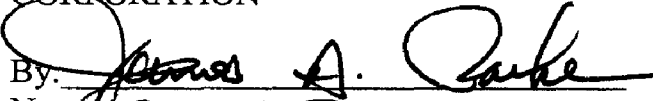
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, GECCMC, GECC, GEFAHI, and GEMH have caused this Agreement to be duly executed as of the day and year first above written.

GE CAPITAL MORTGAGE CORPORATION

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: James A. Parke
Title: Executive Vice President &
Chief Financial Officer

GE FINANCIAL ASSURANCE HOLDINGS,
INC.

By: _____
Name: _____
Title: _____

GE MORTGAGE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A TO DISTRIBUTION AGREEMENT
GE Capital Mortgage Corporation Subsidiaries

Mortgage Insurance Subsidiaries:

General Electric Mortgage Insurance Corporation
General Electric Mortgage Insurance Corporation of North Carolina
Private Residential Mortgage Insurance Corporation
GE Residential Mortgage Insurance Corporation of North Carolina
GE Mortgage Reinsurance Corporation of North Carolina
Sponsored Captive Re, Inc.
Verex Assurance, Inc.

Other Subsidiaries:

GE Capital Mortgage (UK) Limited
GE Capital Mortgage Services, Inc.
GE Capital Residential Connections Corporation

EXHIBIT B

GE CAPITAL MORTGAGE CORPORATION DISTRIBUTION PLAN

Pursuant to the provisions of Section 281(b) of the General Corporation Law of the State of Delaware, the Board of Directors of GE CAPITAL MORTGAGE CORPORATION, (the "Corporation") hereby adopts the GE CAPITAL MORTGAGE CORPORATION Distribution Plan set forth below:

GE Capital Mortgage Corporation Distribution Plan

1. The Corporation shall pay, or make reasonable provision to pay, all claims and obligations, including all contingent, conditional or unmatured contractual claims known to the Corporation.
2. The Corporation shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Corporation which is the subject of a pending action, suit or proceeding to which the Corporation is a party.
3. The Corporation shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the Corporation or that have not arisen but that, based on facts known to the Corporation, are likely to arise or become known to the Corporation within ten (10) years after the date of dissolution.
4. Such claims shall be paid in full and any provision for payment shall be made in full.
5. After payment of the Corporation's debts, or provision is made therefor, the officers of the Corporation shall distribute all of the remaining property of the Corporation in complete cancellation or redemption of all of its issued and outstanding capital stock, such distribution to be made as promptly as practicable.