

12-13-2006



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SHEET

TO: The Honorable Commissioner for Patents: Please record the attached original document(s) or copy(ies) thereof.

Submission Type:☒ New**Conveyance Type:**☒ Assignment**Conveying Party/Parties:**

| | Family Name | Suffix | Given Name | Execution Date |
|---|-------------|--------|------------|----------------|
| 1 | DECKOFF | | Stephen H. | June 6, 2005 |
| 2 | | | | |

Receiving Party/Parties:

Name Black Diamond Capital Management, L.L.C.
a Delaware limited liability company
Address: One Sound Shore Drive, Suite 200
Greenwich, CT 06830
United States

Application Number(s) or Patent Number(s):

- ☒ A new patent application filed herewith, and executed on December 1, 2006 and entitled Managing an Investment Vehicle
☐ Patent Application No(s). unassigned filed on December 1, 2006 and entitled Managing an Investment Vehicle
☐ PCT Application Serial No.(s) unassigned filed on December 1, 2006 and entitled Managing an Investment Vehicle

Correspondence Address:

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Number of Properties and Fee:

Total number of properties involved: 1

Total fee (37 C.F.R. §3.41): \$40.00 per property × 1 property(ies) = \$ 40.00.

☐ A check in the amount of \$ 40.00 to cover the recordation fee is enclosed.☒ Charge fee to Deposit Account 23-2405, Order No. 115191-01WOUS. (A duplicate copy of this page is enclosed.)☒ The Commissioner is authorized to charge any additional required fees, or credit any overpayment, to Deposit Account 23-2405, Order No. 115191-01WOUS.**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.

I certify that this correspondence, along with any documents referred to therein, is being deposited with the United States Postal Service on December 1, 2006 as Express Mail, Post Office to Addressee, Express Mail Label No. EU514651699US, in an envelope with sufficient postage addressed to Mailstop Patent Application, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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40.00 DA
David E. Boundy, Reg. No. 36,461

December 1, 2006

Pages: Total number of pages including cover sheet, conveyance documents, and attachments - ~~12~~ 5

ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among:

Stephen H. DECKOFF, 290 Bedford Center Road, Bedford, NY 10507, United States

(each an "Assignor") and Black Diamond Capital Management, L.L.C., a Delaware limited liability company, having an office and place of business at One Sound Shore Drive, Suite 200, Greenwich, CT 06830, United States (the "Assignee") (the Assignors and Assignee collectively referred to as the "Parties").

WHEREAS each Assignor desires to assign to Assignee its entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right title and interest;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Invention Defined. As used in this Assignment, "Invention" shall mean that certain application for Letters Patent of the United States application for Letters Patent of the United States executed on even date herewith and entitled Managing an Investment Vehicle, all inventions or discoveries disclosed or claimed therein, any continuation, division, renewal, extension, substitute, reexamination, reissue or continuation-in-part thereof, all treaty and convention rights and all rights of priority arising from the aforesaid applications, all applications claiming priority therefrom for the United States (US), Albania (AL), Algeria (DZ) Antigua and Barbuda (AG), Argentina(AR), Armenia (AM), Australia (AU), Austria (AT), Azerbaijan (AZ), Barbados (BB), Belarus (BY), Belgium (BE), Belize (BZ), Benin (BJ), Bosnia and Herzegovina (BA), Brazil (BR), Bulgaria (BG), Burkina Faso (BF), Cameroon (CM), Canada (CA), Central African Republic (CG), Chad (TD), Chile (CL), China (CN), Colombia (CO), Congo (CG), Costa Rica (CR), Côte d'Ivoire (CI), Croatia (HR), Cuba (CU), Cyprus (CY), Czech Republic (CZ), Denmark (DK), Dominica (DM), Ecuador (EC), Egypt (EG), Equatorial Guinea (GQ), Estonia (EE), Finland (FI), France (FR), Gabon (GA), Gambia (GM), Georgia (GE), Germany (DE), Ghana (GH), Greece (GR), Grenada (GD), Guinea (GN), Guinea-Bissau (GW), Hungary (HU), Iceland (IS), India (IN), Indonesia (ID), Ireland (IE), Israel (IL), Italy (IT), Japan (JP), Kazakhstan (KZ), Kenya (KE), Kyrgyzstan (KG), Korea (No.) (KP), Korea (So.) (KR), Latvia (LV), Lesotho (LS), Liberia (LR), Liechtenstein (LI), Lithuania (LT), Luxembourg (LU), Macedonia (MK), Madagascar (MG), Malawi (MW), Mali (ML), Mauritania (MR), Mexico (MX), Moldova (MD), Monaco (MC), Mongolia (MN), Morocco (MA), Mozambique (MZ) Netherlands (NL), New Zealand (NZ), Nicaragua (NI), Niger (NE), Norway (NO), Oman (OM), Papua New Guinea (PG), Philippines (PH), Poland (PL), Portugal (PT), Romania (RO), Russia (RU), Saint Lucia (LC), St. Vincent and the Grenadines (VC), Saudi Arabia (SA), Senegal (SN), Serbia and Montenegro (YU), Seychelles (SC), Sierra Leone (SL), Singapore (SG), Slovakia, (SK), Slovenia (SI), South Africa (ZA), Spain (ES), Sri Lanka (LK), Sudan (SD or SU), Swaziland (SZ), Sweden (SE), Switzerland (CH), Syria (SY), Taiwan (TW), Tajikistan (TJ), Tanzania (TZ), Thailand (TH), Togo (TG), Trinidad and Tobago (TT), Tunisia (TN), Turkey (TR), Turkmenistan (TM), Uganda (UG), Ukraine (UA), United Arab Emirates (AE), United Kingdom (GB), Uzbekistan (UZ), Viet Nam (VN), Zambia (ZM), Zimbabwe (ZW), the African Intellectual Property Organization (OAPI) (OA) and its member states, the African Regional Industrial Property Organization (ARIPO) (AP) and its member states, the Eurasian Patent Organization (EAPO) (EA) and its member states, the

European Patent Convention (EP) and its member states, the Patent Cooperation Treaty (WO) and its contracting states, or any other country, or any regional or international patent convention, all patents, utility models, invention registrations or any other form of legal protection issuing from any of the aforesaid applications, and all rights to sue for past, present, or future infringement under any of the aforesaid.

2. Assignment. Each Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest in and to the Invention.

3. Further Assurances. Each Assignor hereby covenants that such Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Assignee in and to the Invention, or to substantively prosecute or enforce the Invention, including but not limited to working with Assignee's counsel to prepare, review, execute, assign, and prosecute any and all patent applications or other lawful papers included in the Invention and all related documentation, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. Each Assignor hereby covenants (a) to communicate to Assignee any information known by Assignor that concerns the Invention and the history thereof, including all "material information" as defined in 37 C.F.R. § 1.56(a), promptly upon learning such information, (b) to testify in any legal proceeding relating to the Invention or this Assignment, and (c) generally to do all further acts that may be necessary or desirable to obtain or enforce proper patent protection for the Invention. Each Assignor hereby covenants to promptly notify Assignee in the event Assignor receives actual notice of any claim that arises out of or is related to use of the Invention, and to cooperate with Assignee in its defense against any such claim by making myself available at reasonable times and reasonable places to representatives of Assignee and its legal counsel.

4. Acknowledgement. Each Assignor hereby authorizes Assignee to make application for and to receive Letters Patent for the Invention in any country throughout the world in Assignor's or Assignee's name, at Assignee's election. Assignors hereby authorize and request that the competent authorities record this Assignment, and grant and issue any and all patents included in the Invention to the Assignee as the assignee of all right, title and interest therein.

5. Assignee covenants. Assignee agrees to indemnify and defend Assignor from and against all claims, law suits, expenses, liabilities, awards, damages, judgments, sanctions, or losses ("Claims") that may be incurred by Assignor and that relate to or arise out of Assignee's use of the Invention. Assignee also agrees to reimburse Assignor for all expenses (including reasonable counsel fees) as they are incurred by Assignor in defending against or providing evidence in any threatened or commenced investigation, action or proceeding arising out of or relating to Assignee's use of the Invention; provided that Assignee shall have the exclusive right to select counsel to defend Assignor in any such investigation, action or proceeding. Assignee shall have no indemnification obligation to Assignor with respect to any action involving Assignor's breach of contract, bad faith, willful or reckless misconduct, or violation of Assignee's policies, procedures, or instructions, or to the extent the Claim arises as a result of Assignor's conduct outside the ordinary course of Assignor's employment with Assignee.

6. Representations and Warranties. Each Assignor represents and warrants that (a) such Assignor has full power and authority to enter into this Assignment, (b) this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against it in accordance with the terms hereof, (c) such Assignor has not previously assigned any right or interest in the Invention

to any third party, (d) such Assignor is under no obligation to assign any right or interest in the Invention to any third party, and (e) entry into this Assignment does not breach any agreement between such Assignor and any third party.

7. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns.

8. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Assignment had been executed with the invalid portion thereof eliminated therefrom. In the event that a portion of this Assignment shall be declared to be invalid, then the parties agree that they shall enter into good faith negotiations with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid. In the event that the law of any jurisdiction limits the interest in the Invention that may be assigned, this Assignment shall be construed to transfer the greatest ownership interest, right to control prosecution, maintenance, and enforcement, and share of royalties and damages permitted by the law of such jurisdiction.

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

10. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of New York, excluding its choice of law principles.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date written below.

BLACK DIAMOND CAPITAL MANAGEMENT, LLC


By: Stephen Deckoff
Title: My Principal

12/1/06
DATE

Inventor No. 1


Stephen H. Deckoff

Residence 290 Bedford Center Road, Bedford, NY 10507, United States

State of *Connecticut*)

County of *Fairfield*) ^{ss} *Greenwich*

Before me this 15th day of December 2006, personally appeared Gordon L. Monsen to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Maureen Murray
Notary Public