

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment of Security Interest - Assignment and Assumption Agreement: Corrects transfer recorded under Reel # 4546, Frame # 0858, reflecting the proper holder of the security interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCC Transition, LLC		07/31/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3915044	REV360PWR
Registration Number:	3644650	REVOLUTION 360
Registration Number:	3846598	KIDZ
Registration Number:	3452624	SURE-LOCK
Registration Number:	3589194	
Registration Number:	2966395	SHELF CONTROL
Registration Number:	2874801	STAINGUARD
Registration Number:	2411357	HOMZ
Registration Number:	2435798	HOMZ
Registration Number:	2425736	HOMZ
Registration Number:	2058476	SNUGFIT
Registration Number:	2074244	REVERSIFIT

900204513

**TRADEMARK
 REEL: 004640 FRAME: 0853**

CH \$490.00 3915044

Registration Number:	1729420	EASYBOARD
Registration Number:	1727687	SUREFOOT
Registration Number:	1690224	ULTRA FIT
Registration Number:	1704252	STABLE TABLE
Registration Number:	1547440	READY PRESS
Registration Number:	1405010	STRETCH & FIT
Registration Number:	1229795	PEEL 'N STICK

CORRESPONDENCE DATA

Fax Number: (312)902-1061

Phone: 312-902-5665

Email: becky.williams@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Becky A. Williams

Address Line 1: 525 W. Monroe Street, Suite 1900

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	340027-00026
NAME OF SUBMITTER:	Becky A. Williams
Signature:	/baw/
Date:	10/13/2011

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of July 31, 2005, by and between FCC Transition, LLC (the "Assignor") and Bank of America, National Association (the "Company").

WHEREAS, in connection with the merger of Fleet Capital Corporation ("FCC") with and into the Assignor pursuant to an agreement and plan of merger that is intended to be, for tax purposes, a plan of complete liquidation under Section 332 of the Internal Revenue Code of 1986, and the expected merger of the Assignor into Banc of America Leasing & Capital, LLC, the Assignor will distribute to the Company all of the assets ("ABL Assets") and all of the liabilities ("ABL Liabilities") comprising the Asset Based Lending division of Assignor, which the Assignor acquired as a result of its merger with FCC, which assets and liabilities are reflected as the assets and liabilities of Companies 607, 659 and 675 on the general ledger of Bank of America Corporation.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby distribute, convey, transfer and assign to the Company, its successors and assigns, forever, all of its right, title and interest in, to and under all of the ABL Assets.
2. The Company hereby accepts all of the right, title and interest of the Assignor in, to and under all of the ABL Assets and hereby assumes and agrees to pay, perform and discharge promptly and fully when due all of the ABL Liabilities.
3. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought.
4. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule, whether of the State of New York or of any other jurisdiction.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Signature Page Follows

IN WITNESS WHEREOF, each of the parties by their respective duly authorized officers has caused this instrument to be executed as of the date first above written.

FCC TRANSITION, LLC



By: Douglas H. Bowers

Title: President

BANK OF AMERICA, NATIONAL
ASSOCIATION



By: Douglas H. Bowers

Title: Managing Director