

## **Articles in *The Transactional Lawyer***

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Drafting for a Commercially Reasonable Disposition of Collateral	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Feb. 2011)
Novation or Modification (a/k/a renewal)?	Linda J. Rusch	1 The Transactional Lawyer 3 (Feb. 2011)
Protecting Sureties through a Contractual Right of Contribution	John T. Drake	1 The Transactional Lawyer 6 (Feb. 2011)
Security Interest in Delaware Limited Liability Companies	Norman N. Powell	1 The Transactional Lawyer 1 (Apr. 2011)
Exercising Voting Rights After Default	Stephen L. Sepinuck	1 The Transactional Lawyer 3 (Apr. 2011)
When Does an Enforceable Contract Exist: Avoiding Unnecessary Litigation	John Drake	1 The Transactional Lawyer 4 (Apr. 2011)
Document the Representative Capacity of the Secured Party of Record	Brittney McCarthy	1 The Transactional Lawyer 5 (Apr. 2011)
Covenants, Conditions and Copyright License Agreements	Rhett Barney	1 The Transactional Lawyer 1 (June 2011)
Binding Guarantors to Terms in the Note	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (June 2011)
What Are the Fundamental Attributes of Arbitration?	Linda J. Rusch	1 The Transactional Lawyer 3 (June 2011)
PMSI Notification: What to Say & How to Say It	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Aug. 2011)
Setting Standards under Sections 1-302 and 9-603	Scott J. Burnham	1 The Transactional Lawyer 3 (Aug. 2011)
Does the Security Agreement Effectively Grant a Security Interest?	Linda J. Rusch	1 The Transactional Lawyer 4 (Aug. 2011)
Drafting Indemnification Clauses	Charles Brocato, Jr.	1 The Transactional Lawyer 1 (Oct. 2011)
Towards a Better Definition of "Securitization"	Jonathan C. Lipson	1 The Transactional Lawyer 2 (Oct. 2011)

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Mortgage Foreclosure: Complex Laws and Sloppy Practice	Linda J. Rusch	1 The Transactional Lawyer 1 (Dec. 2011)
Limiting the Preference Exposure of Originators & Servicers	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Dec. 2011)
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I Don't Think You Own What You Think You Own: Protecting Your Client from Unintended Risk	Andrew S. Lillywhite	2 The Transactional Lawyer 1 (Feb. 2012)
Analyzing Restrictions on Assigning Ownership Rights in a Business Entity	Stephen L. Sepinuck	2 The Transactional Lawyer 2 (Feb. 2012)
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Taking a Security Interest in Escrowed Assets	Stephen L. Sepinuck	2 The Transactional Lawyer 2 (Apr. 2012)
Express Warranties by Affirmation under § 2-313: Does a Representation Remain?	Douglas R. Dick	2 The Transactional Lawyer 3 (Apr. 2012)
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Revival Clauses in Guarantees: Protecting the Creditor from Preference and Fraudulent Transfer Risk	Stephen L. Sepinuck	2 The Transactional Lawyer 1 (June 2012)
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Making Sure Standard Terms Are Part of Offers	Sara Fairburn Hurn	2 The Transactional Lawyer 3 (Aug. 2012)
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Reducing Risk in Collateral Dispositions	Stephen L. Sepinuck	2 The Transactional Lawyer 4 (Dec. 2012)
Affirmative-Reliance Clauses: A Tool for Short-Circuiting Fraud Claims?	Tyler R. Whitney	3 The Transactional Lawyer 1 (Feb. 2013)
Very Interesting . . . or Is It: Limitations on Default Interest	Stephen L. Sepinuck	3 The Transactional Lawyer 2 (Feb. 2013)
Chattel Paper Buyers Beware: You Have More to Lose Than Your Investment	Stephen L. Sepinuck	3 The Transactional Lawyer 1 (Apr. 2013)
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Distinguishing Warranties, Guaranties and Indemnities	Luke O'Bannan	3 The Transactional Lawyer 1 (Dec. 2013)
Further Thoughts on the Assignment of Bankruptcy Voting Rights	Stephen L. Sepinuck	3 The Transactional Lawyer 2 (Dec. 2013)
The Unintended Consequences of a Severability Clause	Nick Fay	3 The Transactional Lawyer 3 (Dec. 2013)
Beware: the "Loss Payee" Need Not Be Paid Following Loss	Stephen L. Sepinuck	3 The Transactional Lawyer 5 (Dec. 2013)
The Marginal Usefulness of an Express Representation of Corporate Authority	Kenneth D. Downey	4 The Transactional Lawyer 1 (Feb. 2014)
Court Limits Secured Creditor's Right to Credit Bid	Stephen L. Sepinuck	4 The Transactional Lawyer 1 (Feb. 2014)
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How Not to Describe the Collateral	Stephen L. Sepinuck	4 The Transactional Lawyer 2 (Aug. 2014)
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Liquidated Damages, Alternative Performance, and Ensuring the Enforceability of Contingent Charges and Fees	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 3 (Oct. 2015)
An Avoidable Trap for Credit Card Issuers	Allen Benson	5 <i>The Transactional Lawyer</i> 6 (Oct. 2015)
Beware of Constructive Trusts When Establishing the Borrowing Base	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 1 (Dec. 2015)
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A “Sale” of Future Receivables: Criminal Usury in Another Form	John F. Hilson & Stephen L. Sepinuck	9 The Transactional Lawyer 1 (Aug. 2019)
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