

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capmark Finance Inc., a California corporation (f.k.a. GMAC Comerical Mortgage Corporation)		08/31/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Realpoint LLC, a Pennsylvania limited liability company
Street Address:	116 Welsh Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044-2207
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2633053	REALPOINT
Registration Number:	2743782	TURBOVALUE
Registration Number:	2707748	REAL INFO

CORRESPONDENCE DATA

Fax Number: (215)751-9310
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (215) 751-9666
 Email: rkelly@efm.net
 Correspondent Name: Robert F. Kelly, Esquire
 Address Line 1: 2001 Market Street, Suite 3410
 Address Line 2: Two Commerce Square
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Robert F. Kelly
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Signature:	/Robert F. Kelly/
Date:	09/04/2007
Total Attachments: 7 source=Capmark Finance Inc - Certificate of Amendment (formerly GMACCM)#page1.tif source=Capmark Finance Inc - Certificate of Amendment (formerly GMACCM)#page2.tif source=Capmark Finance Inc - Certificate of Amendment (formerly GMACCM)#page3.tif source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify that on the **9th day of October, 1970, CAPMARK FINANCE INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of May 2, 2006.



BRUCE McPHERSON
Secretary of State



State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 02 2006

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
 Secretary of State

**EFFECTIVE
DATE**
MAY 15 2006

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAY 02 2006

**OF
GMAC COMMERCIAL MORTGAGE CORPORATION**

We, Maria Corpora, an Executive Vice President, and Elizabeth Kim, the Secretary of GMAC Commercial Mortgage Corporation, a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That they are the Executive Vice President and the Secretary, respectively, of GMAC Commercial Mortgage Corporation, a California Corporation.

2. That an amendment to the articles of incorporation of this corporation has been approved by the board of directors.

3. The amendment so approved by the board of directors is as follows:

Article One of the articles of incorporation of this corporation is amended to read as follows:

1. The name of the corporation is: Capmark Finance Inc.

4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1,250. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

5. That this certificate shall become effective on May 15, 2006.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: May 2, 2006



Maria Corpora, Executive Vice President



Elizabeth Kim, Secretary



TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into as of August 31, 2007 by and between Capmark Finance Inc., a California corporation (f.k.a. GMAC Commercial Mortgage Corporation) ("Assignor") and RP Acquisition I, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Capmark Investments LP, a Delaware limited partnership ("CILP"), Assignee and Robert G. Dobilas are parties to an Asset Purchase Agreement dated August 9, 2007 (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing CILP's right, title and interest in and to certain assets and assuming certain liabilities; and

WHEREAS, in connection therewith, Assignee has agreed to acquire and CILP has agreed to assign, or cause its Affiliates to assign, to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Trademarks (as defined below).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns, sells, transfers and sets over to Assignee, and Assignee hereby receives, accepts and acquires, all of Assignor's right, title, benefit, privileges and interest in and to the trademarks specifically set forth on Attachment A hereto (the "Trademarks").

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Attachment A.

3. Each of the parties hereto acknowledges and agrees that the terms and conditions of the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern

4. Each of the parties hereto further covenants that it will execute all documents and take such other actions as may be necessary to give effect to the terms hereof.

5. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Trademark

Assignment Agreement exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City (the "Chosen Courts"), and solely in connection with claims arising under this Trademark Assignment Agreement or the transactions that are the subject of this Trademark Assignment Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto.

6. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this
Trademark Assignment Agreement as of the date first set forth above.

**CAPMARK FINANCE INC.,
f.k.a. GMAC COMMERCIAL MORTGAGE
CORPORATION**

By: 
Name: Benjamin Mittman
Title: Senior Vice President

RP ACQUISITION I, LLC

By: 
Name: Robert G. Dobilas
Title: President

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**TRADEMARK
REEL: 003613 FRAME: 0332**

ATTACHMENT A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademarks:

“REALPOINT”, filed on August 21, 2001, registered on October 8, 2002, registration number 2633053.

“TURBOVALUE”, filed on July 18, 2001, registered on July 29, 2003, registration number 2743782.

“REAL INFO”, filed on May 17, 2001, registered on April 15, 2003, registration number 2707748.