

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrews International, Inc.		10/03/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3298140	ANDREWS INTERNATIONAL	
Registration Number:	3292953	ANDREWS INTERNATIONAL	
Registration Number:	2401848	COPSTAT	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0917		
NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951.0917)		

CH \$90.00 3298140

Signature:	/kc for ww/
Date:	10/28/2008
Total Attachments: 4 source=Trademark Security Agreement for Andrews International#page1.tif source=Trademark Security Agreement for Andrews International#page2.tif source=Trademark Security Agreement for Andrews International#page3.tif source=Trademark Security Agreement for Andrews International#page4.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Andrews International, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 3, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for the Agents and the Lenders thereunder (in such capacity, together with its successors and assigns, if any, the "Grantee"); and


WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Marks

Listed Owner	Trademark	Registration	Logo
Andrews International, Inc.	ANDREWS INTERNATIONAL Block Letters	Federal Registration Registration Number: 3,298,140 Registration Date: 9/25/07	ANDREWS INTERNATIONAL
Andrews International, Inc.	ANDREWS INTERNATIONAL and Design	Federal Registration Registration Number: 3,292,953 Registration Date: 9/18/07	
Andrews International, Inc.	COPSTAT	Federal Registration Registration Number: 2,401,848 Registration Date: 11/07/00	N/A
Andrews International, Inc.	ANDREWS INTERNATIONAL SECURITY SERVICES	State Registration (Hawaii) Registration Number: 4,048,489 Registration Date: 11/14/06	N/A

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 3, 2008.

ANDREWS INTERNATIONAL, INC.

By: 
Name: Randy Andrews
Title: Chief Executive Officer

STATE OF _____

ss.:

COUNTY OF _____

*See attached
CA All-Purpose
Ack Form of 11/11/08*

On this ____ day of _____, 2008, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of Andrews International, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Andrews International, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[NOTARY SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On October 2, 2009

before me, Hilda B. Moreno, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randy Andrews

Randy Andrews

Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Hilda B. Moreno

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here