

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

MLS ACQUISITION CORP.

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 12/09/08

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Capstone Capital Group I, LLC

Internal

Address: DUE DILIGENCE

Street Address: 1350 Avenue of the America's

City: New York

State: NY

Country: New York Zip: 10019

- Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 Serial Numbers: 78321403 and 77063078

B. Trademark Registration No.(s)  
3243498, 3350916

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CT Lien Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Rd Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: nversandi@capstoneip.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 65-

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5683  
 Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Joseph F. Ingrassia  
 Name of Person Signing

7/8/09  
 Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM – TRADEMARKS ONLY  
SUPPLEMENTAL INFORMATION

2. Additional Names, addresses, or citizenship of receiving parties:

Name: Capstone Business Credit, LLC  
Internal Address: Due Diligence  
Street Address: 1350 Avenue of the Americas, 24<sup>th</sup> FL  
City: New York  
State: NY  
Zip: 10019  
Country: USA

Entity Type: Limited Liability Company  
Citizenship: Delaware

## GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of December 9, 2008, is made by and between MLS ACQUISITION CORP, a corporation organized under the laws of the State of Delaware, having a place of business at 1350 Avenue of the America's, 24<sup>th</sup> Floor, New York, New York 10019, United States of America (the "Grantor") and CAPSTONE CAPITAL GROUP I, LLC, a limited liability company organized under the laws of the State of Delaware, having offices at 1350 Avenue of the America's, 24<sup>th</sup> Floor, New York, New York 10019, United States of America (the "Secured Party");

WHEREAS, Grantor is the owner of the trademarks applications and registrations identified on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Grantor has certain obligations outstanding to Secured Party;


NOW THEREFORE, Grantor does hereby grant Secured Party a security interest in all Grantor's right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred. This Grant of Security is intended to be a security agreement within the meaning of the New York Uniform Commercial Code (the "UCC") and Secured Party shall be entitled to all of the rights of a secured party under the UCC with respect to the collateral set forth herein.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks this 9th day of December, 2008.

MLS ACQUISITION CORP.

By:   
Name: Joseph F. Ingrassia  
Title: Vice President

CAPSTONE CAPITAL GROUP I, LLC

By:   
Name: Joseph F. Ingrassia  
Title: Managing Member

SCHEDULE A

Trademarks

<u>Country</u>	<u>Mark</u>	<u>App. / Reg. No.</u>
U.S.A	SHANI	3350916
U.S.A.	OPTIONS BY SHANI	3243498

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