

**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.

<p>1. Name of conveying party(ies): MarkAndy, Inc. 18081 Chesterfield Airport Road Chesterfield, Missouri 63005</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Missouri</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>GMAC Commercial Finance LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1290 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u> Zip: <u>10104</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>October 1, 2010</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____ See attached Schedule A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>CT Lien Solutions</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>187 Wolf Rd</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u> zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: _____</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$140-</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u>Emily Fishman</u> <u>10/1/10</u></p> <p style="text-align: center;">Signature Date</p> <p style="text-align: center;">_____ _____</p> <p style="text-align: center;">Name of Person Signing Total number of pages including cover sheet, attachments, and document: 7</p>	

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 1, 2010, between Mark' Andy, Inc. ("Grantor") and GMAC Commercial Finance LLC, as Agent.

TRADEMARKS

Mark	Registration No.	Serial No.	Filing Date
Arpeco	1081593	73118389	March 8, 1977
Arpeco	1089573	73118388	March 8, 1977
Inspector	1061117	73006649	November 19, 1973
Tracker	1019846	73006648	November 19, 1973
Dynatrack	2407972	75688774	April 21, 1999

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Mark' Andy, Inc., a Missouri corporation having a mailing address at 18081 Chesterfield Airport Road Chesterfield, Missouri 63005 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of October 8, 2008, among Agent, Lenders, Grantor and certain other Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated as of October 8, 2008, made by Grantor and MAI Capital Holdings, Inc. in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in Grantor's trademarks, all trademarks acquired after the date of the Agreements, including, without limitation, the Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to such Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

OCTOBER 1, 2010

MARK' ANDY, INC., as Grantor

By: 

Name: Michael D. Howard

Title: Vice President & CFO

GMAC COMMERCIAL FINANCE LLC, as
Agent

By: _____

Name: Eric S. Miller

Title: Managing Director

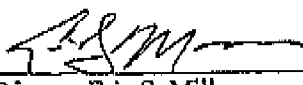
Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
October 1, 2010

MARK' ANDY, INC., as Grantor

By: _____
Name: Paul Bamatter
Title: Secretary

GMAC COMMERCIAL FINANCE LLC, as
Agent

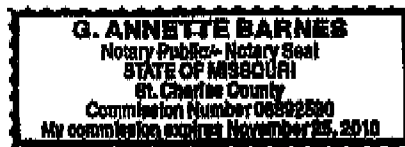
By:  _____
Name: Eric S. Miller
Title: Managing Director

STATE OF Missouri)
COUNTY OF ST LOUIS)

SS:

On the 1 day of October, 2010, before me personally came Michael D. Howard, to me known, who being by me duly sworn, did depose and say that he is the Vice President & CFO of Mark' Andy, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

G. Annette Barnes
Notary Public
My Commission Expires: 11-25-10



STATE OF _____)
COUNTY OF _____)

SS:

On the _____ day of _____, 2010, before me personally came Eric S. Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.

Notary Public
My Commission Expires

STATE OF _____)
)
COUNTY OF _____)

ss:

On the ____ day of _____, 2010, before me personally came Paul Bamatter, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Mark' Andy, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public
My Commission Expires:

STATE OF New York)
)
COUNTY OF New York)

ss:

On the 29th day of September, 2010, before me personally came Eric S. Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.



Notary Public
My Commission Expires

BLANCA D. ALAVA-SILVA
NOTARY PUBLIC, State of New York
No. 01AL6205613
Qualified in Kings County
Commission Expires May 11, 2013