

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartequip, Inc.		11/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Breton Funding SE, LLC		
Street Address:	75 Arlington Street		
Internal Address:	Suite 500		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3264435	E-DEALERPRO	
Registration Number:	3381815	E-COMMERCEPRO	
Registration Number:	2714182	SMARTEQUIP	
Registration Number:	3317557	SMARTEQUIP	
Registration Number:	3311914	YOUR EQUIPMENT JUST GOT SMARTER	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
Phone:	212-806-5400		
Email:	afisher@stroock.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		

CH \$140.00 3264435

ATTORNEY DOCKET NUMBER:	003198/0003
NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	11/16/2011
Total Attachments: 4 source=TM Security Smartequip Inc#page1.tif source=TM Security Smartequip Inc#page2.tif source=TM Security Smartequip Inc#page3.tif source=TM Security Smartequip Inc#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of November 9, 2011, is made by SMARTEQUIP, INC., a Delaware corporation, having its principal place of business at 20 Glover Avenue, 5th Floor North, Norwalk, Connecticut 06850 (the "Grantor") in favor of BRETON FUNDING SE, LLC, a Delaware limited liability company, having its principal place of business at 75 Arlington Street, Suite 500, Boston, Massachusetts 02116, as collateral agent (together with any successor thereto, the "Collateral Agent"), under the Amended and Restated Security Agreement, dated as of November 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor to the Collateral Agent.

WHEREAS, the Grantor has executed and delivered the Security Agreement in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A hereto that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

- I. Grant of Security Interest for Secured Obligations. The Grantor hereby grants a continuing security interest in, all of the Grantor's right, title and interest in, to and under the Trademark Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto), to the Collateral Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.
- II. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof (including the remedies provided for therein and the limitations on the exercise thereof). The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.
- III. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the limitations on the exercise thereof) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IV. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer as of the day and year first above written.

SMARTEQUIP, INC.

By: 

Name: Alexander A. Schuessler
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004661 FRAME: 0637

Exhibit A

TRADEMARKS

<u>Serial No. or Registration No.</u>	<u>Registration Date; Renewal Date</u>	<u>Mark</u>
3,264,435	7/17/2007	E-DEALER PRO
3,381,815	2/12/2008	E-COMMERCEPRO
2,714,182	5/6/2003	SMARTEQUIP
3,317,557	10/23/2007	SmartEquip Logo
3,311,914	10/16/2007	Your Equipment Just Got Smarter

TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
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