

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Mark' Andy, Inc.
 18081 Chesterfield Airport Road
 Chesterfield, Missouri 63005

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: MO
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: GMAC Commerical Finance LLC
 Internal Address: _____
 Street Address: 500 W. Madison Street, Suite 3130
 City: Chicago State: IL ZIP: 60661

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Financial Institution

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 8, 2008

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)
 Additional Name(s) & address(es) attached? Yes No

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
See attached Schedule A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: CT LIEN SOLUTIONS
 Internal Address: Attn: Joseph Borgman

 Street Address: 187 Wolf Road
Ste. 101
 City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: 7


7. Total fee (37 CFR 3.41): _____ \$
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Christopher A. Manion  October 9, 2008
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 8

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

OP \$190.00 3290960

Continuation of Section 1.

Additional name(s) of conveying party(ies):

MAI Capital Holdings, Inc.
a Delaware Corporation
18081 Chesterfield Airport Road
Chesterfield, Missouri 63005



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 8, 2008, between Mark' Andy, Inc. ("Borrower") and MAI Capital Holdings, Inc. ("MAI" and together with Borrower, each a "Grantor" and collectively, "Grantors"), and GMAC Commercial Finance LLC, as Agent.

TRADEMARKS

| Country | Mark | Serial/Reg No. | Filing Date |
|---------------|---------------------------------|-----------------------------------|------------------|
| United States | Mark Andy | Ser No 78930746 Reg No 3290960 | July 17, 2006 |
| United States | Mark Andy | Ser No 78861936 Reg No 3274823 | April 14, 2006 |
| United States | World Class Converting | Ser No 78505372 Reg No 3059725 | October 25, 2004 |
| United States | MA LP 3000 [stylized letters] | Ser No 76540833 Reg No 2924749 | August 15, 2003 |
| United States | MA DT Series [stylized letters] | Ser No 76540834 Reg No 2969269 | August 15, 2003 |
| United States | Comco | Ser No 76468651 Reg No 2775199 | November 8, 2002 |
| United States | UVTechnology | Ser No 76468652 Reg No 3009918 | November 8, 2002 |

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Mark' Andy, Inc., a Missouri corporation having a mailing address at 18081 Chesterfield Airport Road Chesterfield, Missouri 63005 ("Borrower") and MAI Capital Holdings, Inc., a Delaware corporation having a mailing address at 18081 Chesterfield Airport Road Chesterfield, Missouri 63005 ("MAI" and together with Borrower, each a "Grantor" and collectively, "Grantors"), have adopted, used and are 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, Grantors and certain of their 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 the date hereof, among Agent, Lenders, Grantor and certain other Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantors 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, each Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in such Grantor's 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, each 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]


Each 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 8, 2008

MARK' ANDY, INC., as a Grantor

By: 
Name: Paul Bamatter
Title: Secretary

MAI CAPITAL HOLDINGS, INC., as a Grantor


By: 
Name: Paul Bamatter
Title: Secretary

GMAC COMMERCIAL FINANCE LLC, as Agent

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

STATE OF NY)
)
COUNTY OF NY) ss:

On the 7th day of October, 2008, 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.

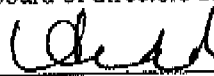


Notary Public
My Commission Expires:

AIDA KLEIN
Notary Public, State of New York
No. 01KL6134293 Qualified in Queens County
Certificate Filed in New York County
Commission Expires September 26, 2009

STATE OF NY)
)
COUNTY OF NY) ss:

On the 7th day of October, 2008, 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 MAI Capital Holdings, 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:

AIDA KLEIN
Notary Public, State of New York
No. 01KL6134293 Qualified in Queens County
Certificate Filed in New York County
Commission Expires September 26, 2009

STATE OF _____)
)
COUNTY OF _____) ss:

On the ____ day of October, 2008, before me personally came Eric S. Miller to me known, who being by me duly sworn, did depose and say he is the 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

Each 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 9, 2008

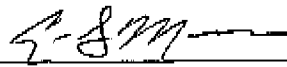
MARK' ANDY, INC., as a Grantor

By: _____
Name: Paul Bamatter
Title: Secretary

MAI CAPITAL HOLDINGS, INC., as a
Grantor

By: _____
Name: Paul Bamatter
Title: Secretary

GMAC COMMERCIAL FINANCE LLC, as
Agent

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

STATE OF _____)
)
COUNTY OF _____) ss:

On the ____ day of October, 2008, 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 _____)
)
COUNTY OF _____) ss:

On the ____ day of October, 2008, 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 MAI Capital Holdings, 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 6th day of October, 2008, before me personally came Eric S. Miller to me known, who being by me duly sworn, did depose and say he is the 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.

Jeanne M. Lodico
Notary Public
My Commission Expires

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 20 11