

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Commercial Finance LLC, as Agent	FORMERLY GMAC Commercial Finance LLC	08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	1185 Avenue of the Americas, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	State Bank: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3290960	MARK ANDY	
Registration Number:	3274823	MARK ANDY	
Registration Number:	2924749	MA LP 3000	
Registration Number:	2775199	COMCO	
Registration Number:	1081593	ARPECO	
Registration Number:	1089573	ARPECO	
Registration Number:	1061117	INSPECTOR	
Registration Number:	1019846	TRACKER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	James Murray		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		

OP \$215.00 3290960

DATE SIGNED:	09/19/2014
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Total Attachments: 7

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- source=Trademark assignment from Ally Commercial (2)#page2.tif
- source=Trademark assignment from Ally Commercial (2)#page3.tif
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TRADEMARK SECURITY AGREEMENT ASSIGNMENT

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of August 15, 2014 ("Effective Date"), is entered into by and between Ally Commercial Finance LLC (f/k/a/ GMAC Commercial Finance LLC ("Assignor") and Ally Bank, a Utah state bank ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor, as administrative agent for certain lenders (the "Lenders"), the Lenders, Mark' Andy, Inc. ("Borrower") and certain of its affiliates, including, without limitation, MAI Capital Holdings, Inc. ("MAI" and together with Borrower, each a "Grantor" and collectively, "Grantors") are parties to that certain Third Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, and/or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantors and Assignor are parties to that certain (i) Trademark Assignment of Security, dated as of October 8, 2008 and recorded on October 9, 2008 at Reel 3869, Frame 0772 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "First Trademark Assignment of Security") and (ii) Trademark Assignment of Security, dated as of October 1, 2010 and recorded on October 4, 2010 at Reel 4290, Frame 0155 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Second Trademark Assignment of Security", and together with the First Trademark Assignment of Security, the "Trademark Security Agreements"), pursuant to which Grantors have granted to Assignor, for the benefit of the Lenders, a security interest in each Grantor's trademarks, all trademarks acquired after the date of the Trademark Security Agreements, including, without limitation, the Marks described therein, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor ("Trademark Collateral");

WHEREAS, Assignor is resigning as administrative agent under the Loan Agreement and Assignee is named as successor agent thereunder;

WHEREAS, Assignor desires to assign and transfer to Assignee all of its security interest in the Trademark Collateral; and

WHEREAS, Assignee has agreed to accept and assume from Assignor all security interests in and to the Trademark Collateral, for the benefit of itself and the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's security interest throughout the


world in and to the Trademark Collateral, including, but not limited to, those items identified on Schedule A hereto. This assignment is made without recourse, representations or warranties of any kind.

2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal, invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and be enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

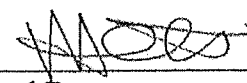
[Signature Page Follows]

The undersigned hereby consent to the above and foregoing Assignment.

MARK' ANDY, INC.

By: 
Name: Paul Bamatter
Title: Secretary

MAI CAPITAL HOLDINGS, INC.

By: 
Name: Paul Bamatter
Title: Secretary

SCHEDULE A
TRADEMARK REGISTRATIONS

Loan Party Name	Title (Mark)	Application Date	Registration Date	Trademark Number/ Registration Number	Country
MAI Capital Holdings, Inc.	Mark Andy	July 17, 2006	July 17, 2006	Ser No 78930746 Reg No 3290960	USA
MAI Capital Holdings, Inc.	Mark Andy	April 14, 2006	April 14, 2006	Ser No 78861936 Reg No 3274823	USA
MAI Capital Holdings, Inc.	MA LP 3000 [stylized letters]	August 15, 2003	February 8, 2005	Ser No 76540833 Reg No 2924749	USA
MAI Capital Holdings, Inc.	Comco	November 8, 2002	October 21, 2003	Ser No 76468651 Reg No 2775199	USA
Mark Andy, Inc.	Arpeco	March 8, 1977	January 10, 1978	Reg No 1,081,593	USA
Mark Andy, Inc.	Arpeco	March 8, 1977	April 18, 1978	Reg No 1,089,573	USA
Mark Andy, Inc.	Inspector	November 19, 1973	March 15, 1977	Reg No 1,061,117	USA
Mark Andy, Inc.	Tracker	November 19, 1973	September 9, 1975	Reg No 1,019,846	USA

Schedule A