

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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):**

Brooks Instrument LLC  
407 W. Vine St.  
Hatfield, PA 19440

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: GMAC Commercial Finance LLC

Internal

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

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10104

- 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)

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

Execution Date(s) June 15, 2009

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

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

A. Trademark Application No. (s)  
See attached Schedule A

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

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: Susan O'Brien

Internal Address: CT Kien Solutions

Street Address: 187 Wolf Rd

Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800 342 3076

Fax Number: 800 962 7049

Email Address: \_\_\_\_\_

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

12

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

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5083  
Expiration Date 11-09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Emily Fishman

Signature

6/17/09

Date

Emily M. Fishman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

OP \$315.00 78437505





## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Brooks Instrument LLC, a Delaware limited liability company having a mailing address at 407 W. Vine St., Hatfield, PA 19440 ("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 December 31, 2007, among Agent, Lenders, Grantor and certain other Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated as of December 31, 2007, made by Grantor 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 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.

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  
June 15, 2009

BROOKS INSTRUMENT LLC, as Grantor

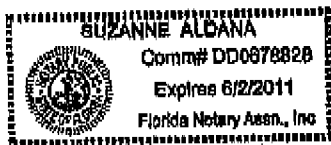
By:   
Name: Paul Bamatter  
Its: Secretary

GMAC COMMERCIAL FINANCE LLC, as Agent

By: \_\_\_\_\_  
Name: Eric Miller  
Its: Director

Florida  
 STATE OF NEW YORK )  
                   Marion ) ss:  
 COUNTY OF NEW YORK )

On the \_\_\_ day of June, 2009, 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 Brooks Instrument 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.



*Suzanne Aldana*  
 Notary Public  
 My Commission Expires: 6.2.11

STATE OF NEW YORK )  
                                   )  
 COUNTY OF NEW YORK ) ss:

On the \_\_\_ day of June, 2009, before me personally came Eric 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

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  
June 8, 2009

BROOKS INSTRUMENT LLC, as Grantor

By: \_\_\_\_\_  
Name: Paul Barnatter  
Its: Secretary

GMAC COMMERCIAL FINANCE LLC, as  
Agent

By:  \_\_\_\_\_  
Name: Eric Miller  
Its: Director

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On the \_\_\_ day of June, 2009, 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 Brooks Instrument 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 NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On the 22<sup>th</sup> day of June, 2009, before me personally came Eric 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.

Wynanda Rosenberg  
Notary Public  
My Commission Expires

WYNANDA ROSENBERG  
NOTARY PUBLIC, State of New York  
No. 31-4519486  
Qualified in New York County  
Commission Expires March 30, 2010



**SCHEDULE A**

Schedule A to a Trademark Assignment of Security dated June 15, 2009, between Brooks Instrument LLC ("Grantor"), and GMAC Commercial Finance LLC, as Agent.

[Please See Schedule A Attached]