02-08-2002

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CORDATION FORM COVER SHEET

TRADEMARKS ONLY

3

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

atents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

Engineered Arresting Systems Corporation

1·24·02

Individual(s)
General Partnership
X Corporation-State Del
Other

☒ Association
☐ Limited Partnership

litional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment
☒ Security Agreement
☐ Other

☐ Merger
☐ Change of Name

ecution Date: October 31, 2001

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as Agent

Internal Address:

Street Address: 303 W. Madison St.

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/934,124

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

02/07/2002 AAHMED1 00000252 75934124
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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.

Laura Konrath
Name of Person Signing

Signature

12/17/01
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002440 FRAME: 0260

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

This TRADEMARK SECURITY AGREEMENT dated as of the 31ST day of October, 2001 (this **"Agreement"**), is entered into by and among Engineered Arresting Systems Corporation, a Delaware corporation (herein referred to as **"Grantor"**), and Madison Capital Funding LLC, as Agent (**"Grantee"**).

RECITALS

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement dated as of August 5, 1999 among the Grantor, ESCO Holding Corp., certain lenders (the "**Lenders**"), and Banc of America Commercial Finance Corporation (the "**Original Agent**") (as the same may be amended, supplemented or otherwise modified from time to time (the **"Credit Agreement"**), the Original Agent and the Lenders have agreed to make certain loans to Grantor, and to extend certain other financial accomodations to or for the benefit of Grantor;

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 5, 1999 between the Original Agent and Grantor (as the same may be amended, suppplemented or otherwise modified from time to time, the **"Security Agreement"**), Grantor has granted to the Original Agent for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to that certain Assignment and Assumption and Omnibus Amendment Agreement dated as of the date hereof among the Original Agent, Grantee, ESCO Holding Corp. and Grantor, Original Agent has assigned to Grantee, and Agent has assumed, all of the Original Agent's rights and obligations under the Credit Agreement and the other Financing Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and

application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ENGINEERED ARRESTING SYSTEMS CORPORATION

By: _____
Name: Russell Greenberg
Title: President

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name:
Title:

CHI:921213.5

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ENGINEERED ARRESTING SYSTEMS CORPORATION

By: _____
Name:
Title:

MADISON CAPITAL FUNDING LLC, as Agent

By: Trevor J. Clark
Name: Trevor J. Clark
Title: Managing Director

CHI:921213.5

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
None		

TRADEMARK APPLICATIONS

1)

Mark	Date Filed	Serial No.
EASCO	02/12/00	75/934124

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement	Subject Matter

As Licensee
None

As Licensor
None

CHI:921213.6