

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
Mechanical Dynamics & Analysis, LLC		09/29/2003	Limited liability company: MINNESOTA

RECEIVING PARTY DATA	
Name:	Madison Capital Funding, LLC
Street Address:	303 West Madison Street, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited liability company: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78245736	TOPLESS ALIGNMENT
Serial Number:	76510837	MECHANICAL DYNAMICS AND ANALYSIS, LLC

CORRESPONDENCE DATA	
Fax Number:	(312)863-7442
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-3863
Email:	mary.schmidt@goldbergkohn.com
Correspondent Name:	Mary A. Schmidt
Address Line 1:	55 E. Monroe Street, Suite 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.039
NAME OF SUBMITTER:	Mary A. Schmidt

Total Attachments: 4
 source=mechanic#page1.tif
 source=mechanic#page2.tif

OP \$65.00 78245736

source=mechanic#page3.tif
source=mechanic#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2003, by MECHANICAL DYNAMICS & ANALYSIS, LLC, a Minnesota limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations have been satisfied by payment in full in accordance with the Credit Agreement, no Letter of Credit which is not fully cash collateralized in a manner reasonably acceptable to Agent is outstanding and the Commitments have been terminated) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MECHANICAL DYNAMICS & ANALYSIS, LLC

By *[Signature]*
Name Frederick D. Luck
Title Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By *[Signature]*
Name K. Thomas Kummer
Title Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ny)
) SS
COUNTY OF Schenectady)

On this 9th day of January, 2008⁴ before me personally appeared Frederick D. Luck, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mechanical Dynamics & Analysis, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors or similar governing body and that he acknowledged said instrument to be the free act and deed of said company.

LINDA A. LAWRENCE
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA6084280
Commission Expires Dec. 2, 2006

Linda A. Lawrence
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor/Owner	Trademark	Date of Registration	Trademark Registration Number	Date of Application	Serial Number
Mechanical Dynamics & Analysis, LLC	Topless Alignment (Words only)	Pending	Pending	5/5/03	78-245736
Mechanical Dynamics & Analysis, LLC	Mechanical Dynamics & Analysis, LLC (Words and Design)	Pending	Pending	4/30/03	76-510837

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.