

RECORDED

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U.S. DEPARTMENT OF
Patent and Trademark

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3/22/04

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

1. Name of conveying party(ies):
JONATHAN MANUFACTURING CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation **DE**
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 12, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker Dr., Suite 6400

City: Chicago State: IL 60606

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation State DE

☐ Other _____

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
76/235812 75/673692

B. Trademark Registration

76/156817 73/377735

Additional numbers attached? NO

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

Name: Rebecca L. Ramstrom

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 4

7. Total fee (37 CFR) \$ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

03/23/2004 LEXTEL 0000029 76235812

DO NOT USE THIS SPACE

01 FC:0521 49.00 OP
02 FC:0522 75.00 OP

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 of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

03/17/04

Total number of pages including cover sheet, attachments, and

8

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2004, is between **JONATHAN MANUFACTURING CORPORATION**, a Delaware corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, JES ACQUISITION CORP., a Delaware corporation, together with its successors and assigns, including Grantor from and after the consummation of the Merger (the "Borrower"), has entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower, Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** or (b) injury to the goodwill associated with any Trademark, Trademark registration or (c) any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms 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.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]

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

**JONATHAN MANUFACTURING
CORPORATION,**
a Delaware corporation

By: 

Name: Clark Magin

Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Its: Director

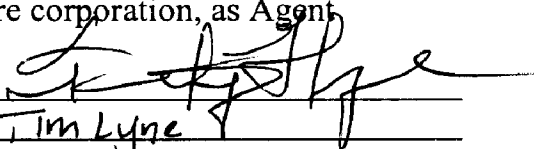
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

JONATHAN MANUFACTURING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Tim Lyne
Its: Director

Schedule I

See Attached

DISCLOSURE SCHEDULES

to

TRADEMARK SECURITY AGREEMENT

dated as of March ___, 2004

by and between

JONATHAN MANUFACTURING CORPORATION,

as the Grantor,

and

ANTARES CAPITAL CORPORATION,

as Grantee for the benefit of Agent and Lenders

SCHEDULE 1

Trademark Applications, Registrations and Licenses

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Jurisdiction</u>
Meeting Customer Needs @ Digital Speed	76/156817	10/31/2000	2,772,121	10/07/2003	Registered	United States
Jonathan Engineered Solutions	76/235812	04/05/2001	N/A	N/A	Pending	United States
Engineered Solutions	75/673692	04/02/1999	N/A	N/A	Pending	United States
Jonathan Mfg. Co.	73/377735	08/02/1982	1,288,630	08/07/1984	Registered	United States