

## 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
EMP Advanced Development, LLC		04/05/2005	limited liability company: MICHIGAN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt Seven		
Internal Address:	Second Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78584868	REEL CLEAN	
Registration Number:	2285431	POWERING THE FUTURE	
Registration Number:	2825935	OIL MATE	
CORRESPONDENCE DATA			
Fax Number:	(816)421-0596		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-329-4756		
Email:	patricia.toalson@husch.com		
Correspondent Name:	Patricia Toalson		
Address Line 1:	1200 Main Street, Suite 1700		
Address Line 2:	Husch & Eppenberger, LLC		
Address Line 4:	Kansas City, MISSOURI 64105-2122		
NAME OF SUBMITTER:	Patricia A. Toalson		

OP \$90.00 78584868

900023588

TRADEMARK  
REEL: 003072 FRAME: 0342

Signature:

/patricia a. toalson/

Date:

04/25/2005

Total Attachments: 5

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2005, by EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, among Grantor, Engineered Machined Products, Inc., a Michigan corporation ("EMP-MI"), Engineered Machined Products, Inc. (dba Engineered Machined Products of Indiana, Inc.), an Indiana corporation ("EMP-IN"), E.M.P. Racing, Inc., a Michigan corporation ("EMP-Racing"; Grantor, EMP-MI, EMP-IN and EMP-Racing each a "Borrower" and collectively the "Borrowers"), the other Credit Parties signatory thereto, Agent, LaSalle Business Credit, LLC, as Revolving Credit Agent, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have made and agreed to make the Loans to and incur the Letter of Credit Obligations on behalf of Borrowers.

WHEREAS, Agent and Lenders are willing to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Borrowers shall have executed and delivered to Agent, for itself and the ratable benefits of Lenders, that certain Amended and Restated Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

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

WHEREAS, Grantor and the other Borrowers received additional financing from certain other lenders ("Other Lenders") with whom Agent entered into certain intercreditor and subordination agreements (as such agreements may be from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Agreements") setting forth their relative priorities with respect to the Trademark Collateral.

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 (including the preamble and the recitals to this Trademark Security Agreement) have the meanings given to them in Annex A of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of itself and Lenders, a continuing 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 registered and, to the extent Grantor is aware, unregistered 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 (to the extent permitted under any such Trademark License)l 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 any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself and Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENTS. Notwithstanding anything herein to the contrary, Agent's rights and interests under this Trademark Security Agreement are subject to the rights and interests, if any, of the Other Lenders as set forth in the Intercreditor Agreements.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

**[Remainder of Page Intentionally Blank]**

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.

**EMP ADVANCED DEVELOPMENT, LLC**, a  
Michigan limited liability company

By: Engineered Machined Products, Inc., its  
Manager

By: *Rick Nardi*  
Name: Rick Nardi  
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR:

STATE OF INDIANA )  
COUNTY OF Hancock ) ss.

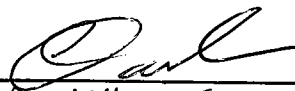
On this 5 day of April, 2005 before me personally appeared *Rick Nardi*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

*Neeraj B. Bhatnagar*  
Notary Public  
*Neeraj B. Bhatnagar*

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
as Agent for Lenders

By:   
Name: DAVID L'HOMME  
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
POWERING THE FUTURE	Fed Registration 2,285,431	10/12/99
OIL MATE	Fed Registration 2,825,935	03/24/04

TRADEMARK APPLICATIONS

<b>Application</b>	<b>Application Number</b>	<b>Filing Date</b>
REEL CLEAN	78/584868	03/10/05