

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
VMC ACQUISITION CORP.		03/04/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	THE HILLSTREET FUND II, L.P.		
Street Address:	300 MAIN STREET		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1053205	KORFUND	
Registration Number:	706599	KORFUND	
Serial Number:	76502269	KORFUND	
Registration Number:	706598	KORFUND	
Registration Number:	989456	VIBRODAMPER	
Serial Number:	76510373	VMC	
CORRESPONDENCE DATA			
Fax Number:	(646)424-0880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	646 424 0770		
Email:	jaybondell@scgb-law.com		
Correspondent Name:	SCHWEITZER CORNMAN GROSS & BONDELL LLP		
Address Line 1:	292 MADISON AVENUE, 19TH FLOOR		
Address Line 2:	FILE #1988-000/JAB		
Address Line 4:	NEW YORK, NEW YORK 10017		

CH \$165.00 1053205

ATTORNEY DOCKET NUMBER:	1988-000/JAB
NAME OF SUBMITTER:	JAY A. BONDELL
Signature:	/JAY A. BONDELL, ESQ./
Date:	11/21/2005
Total Attachments: 5 source=11-21-05 EXECUTED SECURITY AGREEMENT - TMS#page1.tif source=11-21-05 EXECUTED SECURITY AGREEMENT - TMS#page2.tif source=11-21-05 EXECUTED SECURITY AGREEMENT - TMS#page3.tif source=11-21-05 EXECUTED SECURITY AGREEMENT - TMS#page4.tif source=11-21-05 EXECUTED SECURITY AGREEMENT - TMS#page5.tif	

ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)

This ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) ("Agreement") dated as of March 4, 2005, by and between VMC ACQUISITION CORP., a New Jersey corporation, having its principal place of business at 113 Main Street, Bloomingdale, New Jersey 07403 ("Debtor") and THE HILLSTREET FUND II, L.P., a Delaware limited partnership, having its principal place of business at 300 Main Street, Cincinnati, Ohio 45202, (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, Debtor has acquired, adopted and used, and is using certain Trademarks (as defined in the Intellectual Property Security Agreement, as hereinafter defined), including, but not limited to the trademark registrations and trademark applications set forth on Schedule 1 attached hereto;

WHEREAS, Debtor and Secured Party have entered into a Subordinated Loan and Security of even date herewith (as such agreement may be amended, modified or supplemented from time to time, the "Loan Agreement") between Debtor and Secured Party; and

WHEREAS, pursuant to the Intellectual Property Security Agreement between Debtor and Secured Party of even date herewith, Secured Party has acquired security interests in the Trademarks and the applications therefore or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby confirm the mortgage, pledge and grant of a security interest to Secured Party in all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations thereof or applications for registration thereof to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement). The security interest in the Trademarks created by this Agreement is not to be construed as a present assignment of any of the Trademarks.

Debtor further covenants and warrants to Secured Party:

1. That Debtor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to enter into this Agreement;
2. That the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such Liens as have been released on or before the date hereof, and are in all aspects free and clear of any Liens other than the security interest of the Senior Lender (as defined in the Loan Agreement);
3. That, to the knowledge of Debtor, there are currently no adverse claims challenging the validity of the Trademarks which would impair Secured Party's rights hereunder;

4. That Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder;

5. That upon an Event of Default under the Loan Agreement, Debtor shall take such actions and execute such documents as are necessary or desirable to create an assignment of the Trademarks, together with the goodwill of the business symbolized by such Trademarks, and in the registrations thereof or applications for registration thereof (such agreement to enter into further assignment being the essence of this Agreement).

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

[Remainder of page intentionally left blank. Signatures to follow.]

This Agreement has been executed by Debtor and Secured Party on the date and year first above written.

DEBTOR:

VMC ACQUISITION CORP.

By: [Signature]
Name: JOHN P. GIULIANO
Title: PRESIDENT

SECURED PARTY:

THE HILLSTREET FUND II, L.P.

By: HILLSTREET CAPITAL II, INC.
Its: INVESTMENT MANAGER

By: [Signature]
Name: John P. Vota
Title: Executive Vice President

STATE OF New Jersey)
COUNTY OF Madison) : SS

On this 4th day of March, 2005, before me appeared JOHN P. GIULIANO to me personally known, who, being by me duly sworn, did say that he is the President of VMC Acquisition Corp., a New Jersey corporation, and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2010

SCHEDULE 1

KORFUND

Australia	Reg. No. 962,691
Canada	Reg. No. TMA 218,782
CTM	Appln. No. 003278959
Israel	Reg. No. 166,375
New Zealand	Reg. No. 683,335
Singapore	Appln. No. T03/10775G
Switzerland	Reg. No. P-295,999
United States	Reg. No. 1,053,205
United States	Reg. No. 706,599
United States	Appln. No. 76/502,269

KORFUND & Design

United States	Reg. No. 706,598
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VIBRATION MOUNTINGS AND CONTROLS, INC.

Egypt	Appln. No. 166854
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VIBRODAMPER

United States	Reg. No. 989,456
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VMC & Design

Australia	Reg. No. 963,962
China	Appln. No. 4199721
CTM	Appln. No. 003278967
Egypt	Appln. No. 166852
Hong Kong	Appln. No. 300309087
India	Appln. No. 01325961
Israel	Reg. No. 166,376
New Zealand	Reg. No. 683,511
Singapore	Appln. No. T03/10777C
Taiwan	Appln. No. 093025704
United States	Appln. No. 76/510373

VMC-MIDDLE EAST

Egypt	Appln. No. 166853
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TRADEMARK

REEL: 003197 FRAME: 0572

KORPAD

Canada

Reg. No. TMA 218,778

NOISEGUARD

Canada

Reg. No. TMA 218,779