

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armotek Industries, Inc.		02/03/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	OFS Agency Services, LLC		
Street Address:	2850 West Golf Road		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2279030	AIR-WAVE	
Registration Number:	1405298	ULTR-A-LOX	
Registration Number:	1330110	THE IMAGE MAKERS ARMOTEK	
Registration Number:	1327450	ARMOTEK	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Suite 401		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	351318		

CH \$115.00 2279030

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/09/2006
Total Attachments: 8 source=351318#page1.tif source=351318#page2.tif source=351318#page3.tif source=351318#page4.tif source=351318#page5.tif source=351318#page6.tif source=351318#page7.tif source=351318#page8.tif	

**ATTACHMENT I
to Security Agreement (Trademark)**

**Armotek
Industries, Inc.**

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	AIR-WAVE ²	2,279,030	September 21, 1999
US	ULTR-A-LOX	1,405,298	August 12, 1986
US	THE IMAGE MAKERS	1,330,110	April 9, 1985
US	ARMOTEK (Stylized)		
US	ARMOTEK	1,327,450	March 26, 1985

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NONE.			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
NONE.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Effective Licensee</u>	<u>Expiration Date</u>	<u>Date</u>
NONE.					

² The Company does not intend to renew this mark.

**SECURITY AGREEMENT
(Trademark)**

THIS SECURITY AGREEMENT (TRADEMARK), dated as of February 3, 2006 (this “**Agreement**”), is by and between **ARMOTEK INDUSTRIES, INC.**, a New Jersey corporation (“**Debtor**”) and **OFS AGENCY SERVICES, LLC**, as “**Agent**” on behalf of the “**Lenders**” (as such terms are defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of February 3, 2006 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Secured Credit Agreement**”), among Debtor, certain affiliates of Debtor (together with Debtor, the “**Borrowers**”), Agent and the Lenders, the Lenders have extended Commitments to make Loans and other extensions of credit to the Borrowers;

WHEREAS, to induce Agent and the Lenders to enter into the Secured Credit Agreement and make the Loans thereunder, Debtor has agreed to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Liabilities (as defined in the Secured Credit Agreement) pursuant to that certain Security Agreement dated as of as of February 3, 2006 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”);

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Debtor agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Debtor does hereby mortgage, pledge and grant to Agent for the benefit of Agent and Lenders a continuing security interest in, all of the following property (the “**Trademark Collateral**”), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Liabilities and the termination of all Commitments, Agent shall, at Debtor’s request and at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

ARMOTEK INDUSTRIES, INC., a New Jersey corporation

By: William Cole
Name: William Cole
Its: Chief Financial Officer

Acknowledged and Agreed:

OFS AGENCY SERVICES, LLC, a Delaware corporation, as Agent

By: Orchard First Source Capital, Inc., its attorney-in-fact

By: _____
Name: _____
Its: _____

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


ARMOTEK INDUSTRIES, INC., a New Jersey corporation

By: _____
Name: _____
Its: _____

Acknowledged and Agreed:

OFS AGENCY SERVICES, LLC, a Delaware corporation, as Agent

By: Orchard First Source Capital, Inc., its attorney-in-fact

By: 
Name: ROBERT C. BAKER
Its: DIRECTOR

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to Security Agreement (Trademark)**

**Armotek
Industries, Inc.**

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