

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
SYNCHRONOUS AEROSPACE GROUP		02/24/2006	CORPORATION: CALIFORNIA
BRITAIN MACHINE, INC.		02/24/2006	CORPORATION: DELAWARE
COMPASS AEROSPACE NORTHWEST, INC.		02/24/2006	CORPORATION: DELAWARE
FANSTEEL SCHULZ PRODUCTS, INC.		02/24/2006	CORPORATION: DELAWARE
FORTNER AEROSPACE MANUFACTURING, INC.		02/24/2006	CORPORATION: ARIZONA
STRATOFLIGHT		02/24/2006	CORPORATION: CALIFORNIA
WESTERN METHODS MACHINERY CORPORATION		02/24/2006	CORPORATION: CALIFORNIA
ANDREWS ENGINEERING, INC.		02/24/2006	CORPORATION: CALIFORNIA
COMPASS AEROSPACE CORPORATION		02/24/2006	CORPORATION: DELAWARE
COMPASS (DELAWARE) ACQUISITION CORPORATION		02/24/2006	CORPORATION: DELAWARE
MIKOL/MISSILE-AIR		02/24/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	LaSalle Business Credit, LLC
Street Address:	450 North Brand Boulevard
Internal Address:	Suite 950
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark

900043139

**TRADEMARK
 REEL: 003255 FRAME: 0884**

OP \$90.00 2824371

Registration Number:	2824371	SCHULZ PRODUCTS
Registration Number:	2804431	COMPASS AEROSPACE
Registration Number:	2797201	COMPASS DEFENSE

CORRESPONDENCE DATA

Fax Number: (202)223-2085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-861-3900
Email: dctrademarks@dlapiper.com
Correspondent Name: Ann K. Ford, Esq.
Address Line 1: 1200 Nineteenth St., NW
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Linda T. Makings
Signature:	/Linda T. Makings/
Date:	02/28/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") is made as of this 24th day of February, 2006, by SYNCHRONOUS AEROSPACE GROUP, a California corporation ("**Synchronous**"), BRITAIN MACHINE, INC., a Delaware corporation ("**Brittain**"), COMPASS AEROSPACE NORTHWEST, INC., a Delaware corporation ("**Compass Northwest**"), FANSTEEL SCHULZ PRODUCTS, INC., a Delaware corporation ("**Fansteel**"), FORTNER AEROSPACE MANUFACTURING, INC., an Arizona corporation ("**Fortner**"), STRATOFLIGHT, a California corporation ("**StratoFlight**"), and WESTERN METHODS MACHINERY CORPORATION, a California corporation ("**Western**") (Synchronous, Brittain, Compass Northwest, Fansteel, Fortner, StratoFlight and Western are collectively referred to as "**Borrowers**" and each a "**Borrower**"), ANDREWS ENGINEERING, INC., a California corporation ("**Andrews**"), COMPASS AEROSPACE CORPORATION, a Delaware corporation ("**Compass**"), COMPASS (DELAWARE) ACQUISITION CORPORATION, a Delaware corporation ("**Compass Acquisition**"), and MIKOL/MISSILE-AIR, a California corporation ("**Mikol**") (Andrews, Compass, Compass Acquisition and Mikol are collectively referred to as "**Guarantors**" and each a "**Guarantor**") (Borrowers and Guarantors are collectively referred to as "**Credit Parties**" and each a "**Credit Party**"), in favor of LaSalle Business Credit, LLC, with an office at 450 North Brand Boulevard, Suite 950, Glendale, California 91203 ("**Lender**");

W I T N E S S E T H

WHEREAS, Credit Parties and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the direct or indirect benefit of Credit Parties and (ii) for the grant by each Credit Party to Lender of a security interest in certain of such Credit Party's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Credit Party agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, each Credit Party hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements

of, a continuing security interest in such Credit Party's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Credit Party's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Credit Party warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) such Credit Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Credit Party not to sue third persons;

(iii) such Credit Party has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Credit Party has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Credit Party agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Credit Party shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Credit Party represents and warrants that, based on a diligent investigation by such Credit Party, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of

Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Credit Party. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Credit Party shall (i) become aware of any existing Trademarks of which such Credit Party has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Credit Party shall give to Lender prompt written notice thereof. Each Credit Party hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Each Credit Party agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to any Credit Party.

7. Product Quality. Each Credit Party agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, each Credit Party agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Credit Party under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Credit Parties. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by the Credit Parties and until paid shall constitute Liabilities.

10. Duties of each Credit Party. Each Credit Party shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially

reasonable. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by the Credit Parties.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, each Credit Party shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and such Credit Party shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Credit Party and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Credit Party hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Credit Party's true and lawful attorney-in-fact, with power to (i) endorse such Credit Party's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Credit Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Each Credit Party acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the

Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Credit Party and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Credit Party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


20. Survival of Representations. All representations and warranties of any Credit Party contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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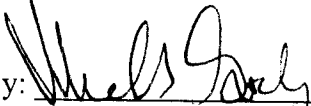
IN WITNESS WHEREOF, each Credit Party has duly executed this Security Agreement as of the date first written above.

"Borrowers"

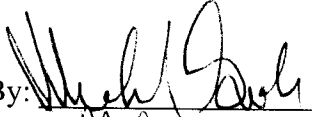
SYNCHRONOUS AEROSPACE GROUP

By: 
Name: Michael Forstia
Title: CEO

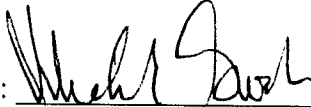
BRITAIN MACHINE, INC.

By: 
Name: Michael Gooch
Title: Secretary

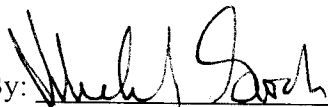
WESTERN METHODS MACHINERY CORPORATION

By: 
Name: Michael Gooch
Title: Secretary


COMPASS AEROSPACE NORTHWEST, INC.

By: 
Name: Michael Gooch
Title: Secretary

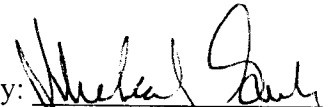
FANSTEEL SCHULZ PRODUCTS, INC.

By: 
Name: Michael Gooch
Title: Secretary

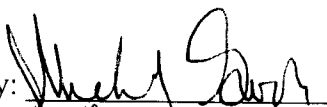
STRATOFLIGHT

By: 
Name: Michael Gooch
Title: Secretary

FORTNER AEROSPACE MANUFACTURING, INC.

By: 
Name: Michael Gooch
Title: Secretary

ANDREWS ENGINEERING, INC.

By: 
Name: Michael Gooch
Title: Secretary

[Signatures Continued]

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003255 FRAME: 0891

COMPASS AEROSPACE CORPORATION

COMPASS (DELAWARE) ACQUISITION CORPORATION

By: Michael Goach
Name: Michael Goach
Title: Secretary

By: Michael Goach
Name: Michael Goach
Title: Secretary

MIKOL/MISSILE-AIR

By: Michael Goach
Name: Michael Goach
Title: Secretary

Agreed and Accepted As of the Date First
Written Above:

"Lender"
LASALLE BUSINESS CREDIT, LLC

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003255 FRAME: 0892

COMPASS AEROSPACE CORPORATION

COMPASS (DELAWARE) ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MIKOL/MISSILE-AIR

By: _____
Name: _____
Title: _____

Agreed and Accepted As of the Date First
Written Above:

"Lender"
LASALLE BUSINESS CREDIT, LLC

By: Scott Bruner
Name: Scott R. Bruner
Title: FLP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Credit Party</u>	<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Fansteel Schulz Products, Inc.	Schulz Products	U.S. Registration No. 2,824,371	3/23/04
Compass Aerospace Corporation	COMPASS AEROSPACE Plus Design	U.S. Registration No. 2,804,431	1/13/04
Compass Aerospace Corporation	COMPASS DEFENSE Plus Design	U.S. Registration No. 2,797,201	12/23/03

TRADEMARK APPLICATIONS

NONE