

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BTS Acquisition Corp.		02/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seacoast Capital Partners II, L.P.		
<b>Street Address:</b>	55 Ferncroft Road		
<b>City:</b>	Danvers		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01923		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1774045	TRUSQUARE	
<b>Registration Number:</b>	2132490	OPTIPLATE-XM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
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<b>Correspondent Name:</b>	Darren W. Collins		
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<b>ATTORNEY DOCKET NUMBER:</b>	009091.0169		
<b>NAME OF SUBMITTER:</b>	Darren W. Collins		
<b>Signature:</b>	/Darren W. Collins/		

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Date:

03/07/2006

**Total Attachments: 22**

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## SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement") is made as of February 15, 2006, between BTS ACQUISITION CORP., a Delaware corporation to be hereafter known as Burgon Tool Steel Co., Inc. (the "Grantor"), and SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast" or "Purchaser").

### WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and between Grantor and Purchaser (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Agreement"), Purchaser has agreed to purchase the Senior Subordinated Note (as defined in the Note Agreement) from Grantor;

WHEREAS, in order to induce Purchaser to enter into the Note Agreement and the Other Agreements and to purchase Senior Subordinated Note as provided for in the Note Agreement, Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Senior Subordinated Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code enacted and in effect in the Commonwealth of Massachusetts (the "UCC") to the extent the same are used or defined therein.

(b) "Uniform Commercial Code jurisdiction" means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2000 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Senior Subordinated Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Purchaser a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including

under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the “Collateral”), including:

- (i) all Accounts;
  - (ii) all Chattel Paper;
  - (iii) all Documents;
  - (iv) all General Intangibles (including payment intangibles and Software);
  - (v) all Goods (including Inventory, Equipment and Fixtures);
  - (vi) all Instruments;
  - (vii) all Investment Property;
  - (viii) all Deposit Accounts, of Grantor, including all depository accounts and all other bank accounts and all deposits therein;
  - (ix) all money, cash or cash equivalents of Grantor;
  - (x) all Supporting Obligations and Letter-of-Credit Rights of Grantor;
  - (xi) the commercial tort claims listed on Schedule II attached hereto;
- and

(xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and all other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Senior Subordinated Obligations and in order to induce Purchaser as aforesaid, Grantor hereby grants to Purchaser a right of set-off against the property of Grantor held by Purchaser, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Purchaser, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

### 3. PURCHASER’S RIGHTS; LIMITATIONS ON PURCHASER’S SENIOR SUBORDINATED OBLIGATIONS.

(a) It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and

performed by it thereunder. Purchaser shall not have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Purchaser of any payment relating to any contract or license pursuant hereto. Purchaser shall not be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Purchaser may at any time after an Event of Default has occurred and is continuing without prior notice to Grantor, notify Account Debtors and other Persons obligated on the Collateral that Purchaser has a security interest therein, and that payments shall be made directly to Purchaser, with a copy of such notice to Grantor. Upon the request of Purchaser, Grantor shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, Grantor shall not give any contrary instructions to such Account Debtor or other Person without Purchaser's prior written consent.

(c) Purchaser may at any time in Purchaser's own name, in the name of a nominee of Purchaser or in the name of Grantor communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to contracts and obligors in respect of Instruments to verify with such Persons, to Purchaser's satisfaction, the existence, amount terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Liens.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by Grantor in favor of Purchaser pursuant to this Security Agreement or the Other Agreements, and (ii) in connection with any other Permitted Liens.

(c) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Purchaser on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC. Such Lien is prior to all other Liens, except Permitted Liens in favor of Senior Lender and Permitted Liens that would be prior to Liens in favor of Purchaser as a matter of law, and is enforceable as such as

against any and all creditors of and purchasers from Grantor (other than purchasers and lessees of Inventory in the ordinary course of business). All action by Grantor necessary or desirable to protect and perfect such Lien on each item of the Collateral has been duly taken.

(d) From and after the occurrence of an Event of Default, Grantor will take all actions necessary or reasonably desirable to protect and perfect the Lien of Purchaser on all Instruments, Investment Property, Letter of Credit Rights and Chattel Paper (including the delivery of all originals thereof to Purchaser and the legending of all Chattel Paper as required by Section 5(b) hereof). The Lien of Purchaser on all Instruments, Investment Property, Letter of Credit Rights and Chattel Paper of Grantor is prior to all other Liens, except Permitted Liens in favor of Senior Lender (in the case of the Existing Subsidiary) and Permitted Liens that would be prior to the Liens in favor of Purchaser as a matter of law, and is enforceable as such against any and all creditors of and purchasers from Grantor.

(e) Grantor's name as it appears in official filings in the state of its incorporation or organization, as applicable, the type of entity of Grantor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by Grantor's state of incorporation or organization or a statement that no such number has been issued, Grantor's state of organization or incorporation, the location of Grantor's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are set forth on Schedule III hereto. Grantor has only one state of incorporation or organization.

(f) With respect to the Accounts, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto (except as set forth on Schedule 4.7 to the Note Agreement) and Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by Grantor in the ordinary course of its business for prompt payment and disclosed to Purchaser; (iii) to Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on Grantor's books and records and any invoices and statements delivered to Purchaser with respect thereto; (iv) Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (x) the amounts shown on such records and all invoices and statements which may be delivered to Purchaser with respect thereto are actually and absolutely owing to Grantor as indicated thereon and are not in any way contingent; and (y) to Grantor's knowledge, all Account Debtors have the capacity to contract.

(g) With respect to any Inventory owned by Grantor, (i) such Inventory is located at one of Grantor's locations set forth on Schedule III hereto, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without Purchaser's prior consent, and if Purchaser gives such consent, Grantor will concurrently therewith obtain, to the extent required by the Note Agreement, bailee, landlord and mortgagee agreements, (iii) Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Purchaser and except for Permitted Liens, (iv) such Inventory is of good and merchantable quality, free from any material defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by Purchaser following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which Grantor is a party or to which such property is subject.

(h) Grantor does not have any interest in, or title to, any Intellectual Property except as set forth in Schedule IV hereto. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of Purchaser in Grantor's Intellectual Property and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Purchaser's Lien on Grantor's Intellectual Property shall have been duly taken.

5. COVENANTS. Grantor covenants and agrees with Purchaser that from and after the date of this Security Agreement and until the occurrence of (i) the termination of the Note Agreement and (ii) the indefeasible payment in full of the Senior Subordinated Obligations:

(a) Further Assurances; Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Purchaser and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Purchaser may reasonably require to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) using its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Purchaser of any license or contract held by Grantor and to enforce the security interests granted hereunder; and (B) filing any financing or continuation statements under the UCC with respect to the Liens granted hereunder or under

any Other Agreement as to those jurisdictions that are not Uniform Commercial Code jurisdictions.

(ii) Unless Purchaser shall otherwise consent in writing (which consent may be revoked), Grantor shall deliver to Purchaser all Collateral consisting of negotiable Documents, certificated securities, Chattel Paper and Instruments (in each case, accompanied by stock powers, unit powers, allonges or other instruments of transfer executed in blank) promptly after Grantor receives the same.

(iii) From and after the occurrence of an Event of Default and upon the written request of Purchaser, Grantor shall obtain or use its best efforts to obtain collateral assignments of leases and/or waivers or subordinations of Liens from landlords and mortgagees, and Grantor shall in all instances obtain signed acknowledgements of Purchaser's Liens from bailees having possession of Grantor's Goods that they hold for the benefit of Purchaser.

(iv) From and after the occurrence of an Event of Default and upon the written request of Purchaser, Grantor shall obtain authenticated agreements from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for Grantor, which agreement shall grant to Purchaser "control" over such financial assets or commodities for purposes of Section 9.106 of the UCC.

(v) Upon the written request of Purchaser, Grantor shall obtain a deposit account control agreement, blocked account agreement, lockbox agreement or similar agreement with each bank or financial institution holding a Deposit Account for Grantor, which agreement shall grant to Purchaser "control" over such Deposit Account and the monies contained therein for purposes of Section 9.104 of the UCC.

(vi) If Grantor is or becomes the beneficiary of a letter of credit Grantor shall promptly, and in any event within five (5) Business Days after becoming a beneficiary, notify Purchaser thereof, and, upon the written request of Purchaser, Grantor shall enter into a tri-party agreement with Purchaser and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Purchaser, all in form and substance reasonably satisfactory to Purchaser.

(vii) Grantor shall take all steps necessary to grant Purchaser control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(viii) Grantor hereby irrevocably authorizes Purchaser at any time and from time to time to file in any filing office in any Uniform Commercial



Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Grantor agrees to furnish any such information to Purchaser promptly upon request. Grantor also ratifies its authorization for Purchaser to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(ix) Grantor shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify Purchaser of any commercial tort claim (as defined in the UCC) acquired by it and unless otherwise consented by Purchaser in writing, Grantor shall enter into a supplement to this Security Agreement, granting to Purchaser a Lien in such commercial tort claim, subject only to the Permitted Liens.

(b) Maintenance of Records. Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Grantor shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby.

(c) Covenants Regarding Intellectual Property Collateral.

(i) Grantor shall notify Purchaser immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same.

(ii) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Purchaser prior written notice thereof, and, upon request of Purchaser, Grantor shall execute and deliver any and all Security Agreements as Purchaser may

request to evidence Purchaser's Lien on such Intellectual Property, and the General Intangibles of Grantor relating thereto or represented thereby.

(iii) Grantor shall take all actions necessary or requested by Purchaser to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of any Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Grantor shall determine that such Intellectual Property is not material to the conduct of its business.

(iv) In the event that any Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall comply with Section 5(a)(ix) of this Security Agreement. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Purchaser shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(d) Indemnification. In any suit, proceeding or action brought by Purchaser relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Grantor will save, indemnify and keep Purchaser harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Grantor, except in the case of Purchaser, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of Purchaser as finally determined by a court of competent jurisdiction. All such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Purchaser.

(e) Compliance with Terms of Accounts, etc. In all material respects, Grantor will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(f) Limitation on Liens on Collateral. Grantor will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Liens, and will defend the right, title and interest of Purchaser in and to any of Grantor's rights under the Collateral against the claims and demands of all Persons whomsoever.

(g) Limitations on Disposition. Grantor will not sell, license, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so except as permitted by the Note Agreement.

(h) Further Identification of Collateral. Grantor will, if so requested by Purchaser, furnish to Purchaser, as often as Purchaser requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Purchaser may reasonably request, all in such reasonable detail as Purchaser may specify.

(i) Notices. Grantor will advise Purchaser promptly, in reasonable detail, (i) of any Lien (other than Permitted Liens) or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any Other Agreement.

(j) No Reincorporation. Without limiting the prohibitions on mergers involving Grantor contained in the Note Agreement, Grantor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of Purchaser.

(k) Terminations; Amendments Not Authorized. Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Purchaser and agrees that it will not do so without the prior written consent of Purchaser, subject to Grantor's rights under Section 9-509(d)(2) of the UCC.

6. PURCHASER'S APPOINTMENT AS ATTORNEY-IN-FACT. On the Closing Date Grantor shall execute and deliver to Purchaser a power of attorney (the "Power of Attorney") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the occurrence of (i) the termination of the Note Agreement and (ii) the indefeasible payment in full of the Senior Subordinated Obligations. The powers conferred on Purchaser under the Power of Attorney are solely to protect Purchaser's interests in the Collateral and shall not impose any duty upon Purchaser to exercise any such powers. Purchaser agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) Purchaser shall account for any moneys received by Purchaser in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that Purchaser shall have no duty as to any Collateral, and Purchaser shall be accountable only for amounts that it actually receives as a result of the exercise of such powers. NEITHER PURCHASER NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY

DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Note Agreement, the Other Agreements and under any other instrument or agreement securing, evidencing or relating to any of the Senior Subordinated Obligations, if any Event of Default shall have occurred and be continuing, Purchaser may exercise all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Purchaser, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of Grantor where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Grantor or any other Person notice and opportunity for a hearing on Purchaser's claim or action, and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Purchaser shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Purchaser shall have the right to conduct such sales on Grantor's premises or elsewhere and shall have the right to use Grantor's premises without charge for such time or times as Purchaser deems necessary or advisable.

If any Event of Default shall have occurred and be continued, Grantor further agrees, at Purchaser's request, to assemble the Collateral and make it available to Purchaser at a place or places designated by Purchaser which are reasonably convenient to Purchaser and Grantor, whether at Grantor's premises or elsewhere. Until Purchaser is able to effect a sale, lease, or other disposition of Collateral, Purchaser shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Purchaser. Purchaser shall not have an obligation to Grantor to maintain or preserve the rights of Grantor as against third parties with respect to Collateral while Collateral is in the possession of Purchaser. Purchaser may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Purchaser's remedies with respect to such appointment without prior notice or hearing as to such appointment. Purchaser shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Senior Subordinated Obligations as provided in the Note Agreement, and only after so paying over such net

proceeds, and after the payment by Purchaser of any other amount required by any provision of law, need Purchaser account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Purchaser arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of Purchaser as finally determined by a court of competent jurisdiction. Grantor agrees that ten (10) days prior notice by Purchaser of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Senior Subordinated Obligations, including any attorneys' fees and other expenses incurred by Purchaser to collect such deficiency.

(b) Except as otherwise specifically provided herein, Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Purchaser to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Purchaser (i) to fail to incur expenses reasonably deemed material by Purchaser to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Purchaser against risks of loss, collection or disposition of Collateral or to provide to Purchaser a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Purchaser, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Purchaser in the collection or disposition of any of the Collateral. Grantor acknowledges that the purpose of this Section 7(c) is to provide non-exhaustive indications of what actions or omissions by Purchaser would not be commercially unreasonable in Purchaser's exercise of remedies against the Collateral and that other actions or omissions by Purchaser shall not be deemed commercially unreasonable solely

on account of not being indicated in this Section 7(c). Without limitation upon the foregoing, nothing contained in this Section 7(c) shall be construed to grant any rights to Grantor or to impose any duties on Purchaser that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7(c).

(d) Purchaser shall not be required to make any demand upon, or pursue or exhaust any of its rights or remedies against, Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Senior Subordinated Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Purchaser shall not be required to marshal the Collateral or any guarantee of the Senior Subordinated Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its rights hereunder or under any Other Agreement shall be cumulative. To the extent it may lawfully do so, Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against Purchaser, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

8. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling Purchaser to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Purchaser shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Purchaser an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. LIMITATION ON PURCHASER'S DUTY IN RESPECT OF COLLATERAL. Purchaser shall use reasonable care with respect to the Collateral in its possession or under its control. Purchaser shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Purchaser, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Senior Subordinated Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Senior Subordinated Obligations, whether as a

“voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Senior Subordinated Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Agreement.

12. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Note Agreement and the Other Agreements which, taken together, set forth the complete understanding and agreement of Purchaser and Grantor with respect to the matters referred to herein and therein.

13. NO WAIVER; CUMULATIVE REMEDIES. Purchaser shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Purchaser and then only to the extent therein set forth. A waiver by Purchaser of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Purchaser would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Purchaser, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Purchaser and Grantor.

14. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 10 hereof, this Security Agreement shall terminate upon the occurrence of (i) the termination of the Note Agreement and (ii) the indefeasible payment in full of the Senior Subordinated Obligations.

16. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Purchaser hereunder, inure to the benefit of Purchaser, all future holders of any instrument evidencing any of the Senior Subordinated Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Senior Subordinated Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Purchaser hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

17. COUNTERPARTS. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. The Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Purchaser, electronic means, all of which shall be equally valid.

18. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AS APPLIED TO AGREEMENTS AMONG MASSACHUSETTS RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN THE COMMONWEALTH OF MASSACHUSETTS, EXCLUDING THAT BODY OF LAW RELATED TO CONFLICTS OF LAWS.

19. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND PURCHASER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE SENIOR SUBORDINATED NOTE OR ANY DOCUMENTS ENTERED INTO IN CONNECTION THEREWITH OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF PURCHASER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

20. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

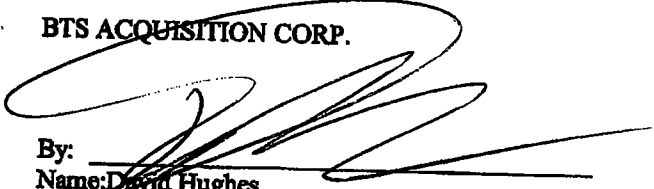
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

BTS ACQUISITION CORP.

By:   
Name: David Hughes  
Title: Chief Executive Officer

**PURCHASER:**

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,  
its general partner

By:   
Name: Thomas W. Gorman  
Title: Manager

SECURITY AGREEMENT  
009091.0169:358014v3

SCHEDULE I  
to  
SECURITY AGREEMENT

FILING JURISDICTIONS

State of Delaware

SCHEDULE II  
to  
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None.

SCHEDULE III  
to  
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL  
AND RECORDS CONCERNING GRANTOR'S COLLATERAL

- I. Grantor's official name: BTS ACQUISITION CORP.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Grantor's state of incorporation or organization or a statement that no such number has been issued: DE4098380
- IV. State or Incorporation or Organization of Grantor: Delaware
- V. Chief Executive Office and principal place of business of Grantor: 20 Durham Street, Pease International Tradeport, Portsmouth, New Hampshire 030801.
- VI. Corporate Offices of Grantor: 20 Durham Street, Pease International Tradeport, Portsmouth, New Hampshire 030801.
- VII. Warehouses: 20 Durham Street, Pease International Tradeport, Portsmouth, New Hampshire 030801.
- VIII. Other Premises at which Collateral is Stored or Located: None.
- IX. Locations of Records Concerning Collateral: 20 Durham Street, Pease International Tradeport, Portsmouth, New Hampshire 030801.

SCHEDULE IV  
to  
SECURITY AGREEMENT

INTELLECTUAL PROPERTY

<b>Trademarks</b>	<b>Jurisdiction of Registration</b>
Trusquare	Federal
Optiplate -XM	Federal

The Seller has registered the domain name "burgon.com." This registration will expire on March 11, 2010.

## EXHIBIT A

### Power of Attorney

This Power of Attorney is executed and delivered by BTS ACQUISITION CORP., a Delaware corporation (the "Grantor"), to Seacoast Capital Partners II, L.P., a Delaware limited partnership ("Seacoast" as used herein, "Attorney"), pursuant to that certain Note Purchase Agreement, dated as of February 15, 2006, by and among Grantor and Seacoast (the "Note Agreement"), and that certain Security Agreement, dated as of February 15, 2006 by and among Grantor and Seacoast (the "Security Agreement", and collectively with other related documents, the "Other Agreements"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocable waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Grantor without Attorney's written consent.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Other Agreements and, without limiting the generality of the foregoing, Grantor hereby grants to Attorney the power and right, on behalf of Grantor, without notice to or assent by Grantor, and at any time, to do the following: (a) change the mailing address of Grantor, open a post office box on behalf of Grantor, open mail for Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Grantor; (b) effect any repairs to any asset of Grantor, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Grantor or its property; (d) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that Grantor is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to

Grantor whenever payable and to enforce any other right in respect of Grantor's property; (f) cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of such Grantor in and under the Contracts and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without Grantor's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Seacoast may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require Grantor's signature; and (i) execute, in connection with any sale provided for in any Other Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of Grantor for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Grantor's property or assets and Attorney's Liens thereon, all as fully and effectively as Grantor might do. Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor this 15<sup>th</sup> day of February, 2006.

**BTS ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: David Hughes  
Title: Chief Executive Officer

NOTARY PUBLIC CERTIFICATE

On this \_\_\_\_\_ day of February, 2006, David Hughes who is personally known to me appeared before me in his capacity as the Chief Executive Officer of BTS Acquisition Corp. ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Seacoast Capital Partners II, L.P. to which this Certificate is attached.

\_\_\_\_\_  
Notary Public