

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Woven Electronics Corporation n/k/a Woven Electronics, LLC		03/21/2006	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	76639680	SMARTCABLE
Serial Number:	76639720	SMARTGRATE
Serial Number:	76639678	SMARTBLANKET
Serial Number:	76640468	TORQUELOC
Serial Number:	78756333	SMARTCOMM
Serial Number:	78720640	ETEXTILES
Registration Number:	1083245	
Registration Number:	1930636	WOVEN ELECTRONICS
Registration Number:	1907109	
Registration Number:	2035443	WOVEN ELECTRONICS
Registration Number:	2096432	
Registration Number:	3025318	LIGHTLOC

**OP \$315.00 76639680**

CORRESPONDENCE DATA

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128637194  
Email: sonya.szot@goldbergkohn.com  
Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.065
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	04/13/2006

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of March 21, 2006, by Woven Electronics Corporation, a South Carolina corporation ("Grantor"), in favor of Madison Capital Funding LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Thermal Solutions, LLC, a Delaware limited liability company and an affiliate of Grantor ("Borrower"), Agent and the Persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder to that certain Guarantee and Collateral Agreement dated as of March 27, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including pursuant to that certain Joinder to Guarantee and Collateral Agreement dated as of the date hereof executed and delivered by Grantor and Woven Electronics Holding, Inc., the "Collateral Agreement"); and

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

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. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 Trademarks (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks 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; 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

WOVEN ELECTRONICS CORPORATION

By *Peter Mandos*  
Name PETER MANDOS  
Title SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

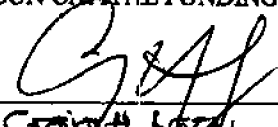
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WOVEN ELECTRONICS CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By  \_\_\_\_\_  
Name Craig H. Israel  
Title Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Woven Electronics Corporation	WOVEN ELECTRICAL CABLE	1,083,245	1/24/1978
Woven Electronics Corporation	WOVEN ELECTRONICS	1,930,636	10/31/1995
Woven Electronics Corporation	Colored Wire Design	1,907,109	7/25/1995
Woven Electronics Corporation	WOVEN ELECTRONICS	2,035,443	2/4/1997
Woven Electronics Corporation	(Design Only)	2,096,432	9/16/1997
Woven Electronics Corporation	LIGHTLOC	3,025,318	12/13/2005

**PENDING TRADEMARK APPLICATIONS**

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Woven Electronics Corporation	SMARTCABLE	76/639,680	5/27/2005
Woven Electronics Corporation	SMARTGRATE	76/639,720	5/27/2005
Woven Electronics Corporation	SMARTBLANKET	76/639,678	5/27/2005
Woven Electronics Corporation	TORQUELOC	76/640,468	6/8/2005
Woven Electronics Corporation	SMARTCOMM	78/756,333	11/17/2005
Woven Electronics Corporation	eTEXTILES	78/720,640	9/26/2005