

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks and Patents		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerobox Composite Structures, LLC		04/28/2006	LIMITED LIABILITY COMPANY: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Laurus Master Fund, Ltd.		
Street Address:	825 Third Ave., 14th Floor		
Internal Address:	c/o Laurus Capital Management, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2773124	ACS	
Serial Number:	76366919	ACS THERMAPLAZ	
Serial Number:	76366920	ACS AEROPLAZ	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		

CH \$90.00 2773124

Signature:

/CHRISTINE WILSON/

Date:

05/16/2006

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of April 28, 2006, is executed by Aerobox Composite Structures, LLC, a New Mexico limited liability company (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Companies (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Companies have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to Brrokspey Investment, Inc. and certain of its Subsidiaries.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration of patents in the United States Patent and Trademark Office, and/or is using patents pursuant to patent licenses, as more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's

Grant

security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**AEROBOX COMPOSITE
STRUCTURES, LLC**

By: Charles H.W. Edwards
Name: CHARLES H.W. EDWARDS
Title: PRESIDENT

LAURUS MASTER FUND, LTD.

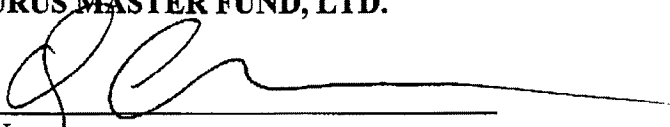
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**AEROBOX COMPOSITE
STRUCTURES, LLC**

By: _____
Name:
Title:

LAURUS MASTER FUND, LTD.

By:  _____
Name:
Title: Eugene Grin
Director

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
ACS and Design	2773124	October 14, 2003	United States
ACS Thermaplaz	76366919	February 5, 2002	United States
ACS Thermaplaz	76366920	February 5, 2002	United States

Grant

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None			

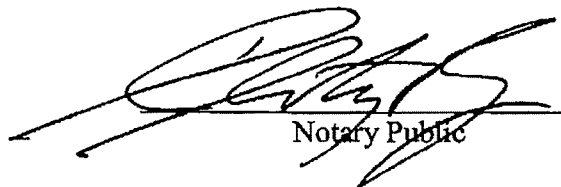
PATENT LICENSES

<u>Name and Date of License</u>	<u>Exclusive / Non-Exclusive</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Country</u>
Patent and Technology License Agreement, dated January 9, 2004, as amended	Exclusive in North America	Process for Producing of a Honeycomb Structure and Honeycomb Structure so Produced	Serial No. 5,683,782	United States

Grant

STATE OF New York)
COUNTY OF New York) ss.:

On this 28th day of April, 2006, before me personally came _____
Eugene Guin who, being by me duly sworn, did state as follows: that [s]he is
Director of Laurus Master Fund, Ltd., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.


Notary Public

Christopher A. Ryan
Notary Public State of New York
No 01RY6130781
Qualified in State of New York
Commission Expires July 18, 2009

Grant

STATE OF NEW MEXICO
COUNTY OF Sandoval) ss.:

On this 28 day of April, 2006 before me personally came Charles HUR
CHARLES

H.W. EDWARDS who, being by me duly sworn, did state as follows: that ~~he~~ he is
PRESIDENT AEROSOX COMPOSITE STRUCTURES, LLC
of ~~[Insert Name of Grantor]~~ that ~~he~~ he is authorized to execute the foregoing
Grant on behalf of said corporation and that ~~he~~ he did so by authority of the [Board of Directors]
of said corporation.

Susan L. Vasquez
Notary Public



NOTARY PUBLIC
STATE OF
NEW MEXICO
Susan L. Vasquez
My Commission Expires 7/7/09

Grant