

# 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           |
| CONBRACO INDUSTRIES, INC.  |                                     | 04/26/2006            | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA   |                                     |                       |                       |
| Name:  | THE CIT GROUP/BUSINESS CREDIT, INC. |                       |                       |
| Street Address:  | 900 Ashwood Parkway                 |                       |                       |
| Internal Address:  | Suite 610                           |                       |                       |
| City:  | Atlanta                             |                       |                       |
| State/Country:   | GEORGIA                             |                       |                       |
| Postal Code:   | 30308                               |                       |                       |
| Entity Type:   | CORPORATION: NEW YORK               |                       |                       |
| PROPERTY NUMBERS Total: 10   |                                     |                       |                       |
| Property Type  | Number                              | Word Mark             |                       |
| Registration Number:   | 900588                              | APOLLO                |                       |
| Registration Number:   | 2412903                             | APOLLO ACTUATOR READY |                       |
| Registration Number:   | 2373769                             | APOLLO AR             |                       |
| Registration Number:   | 2530525                             | APOLLO INTERNATIONAL  |                       |
| Registration Number:   | 1118628                             | BALL-CONE             |                       |
| Registration Number:   | 1106566                             | CII                   |                       |
| Registration Number:   | 842720                              | CONBRACO              |                       |
| Registration Number:   | 555462                              | CONBRACO              |                       |
| Serial Number:   | 78758872                            | APOLLO-PRESS          |                       |
| Serial Number:   | 78360689                            | DEFENDER              |                       |
| CORRESPONDENCE DATA  |                                     |                       |                       |
| Fax Number: (701)792-9002  |                                     |                       |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                     |                       |                       |

CH \$265.00 900588

**900051330**

**TRADEMARK**  
**REEL: 003331 FRAME: 0740**

Phone: (702) 792-3773  
Email: lvpto@gtlaw.com, firthj@gtlaw.com, koniek@gtlaw.com  
Correspondent Name: Jason D. Firth  
Address Line 1: 3773 Howard Hughes Parkway  
Address Line 2: Suite 500 North  
Address Line 4: Las Vegas, NEVADA 89109

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 65145.010400     |
| NAME OF SUBMITTER:      | Jason D. Firth   |
| Signature:              | /Jason D. Firth/ |
| Date:                   | 06/16/2006       |

**Total Attachments: 11**

source=CIT Signed TM Security Agreement w Ex A#page1.tif  
source=CIT Signed TM Security Agreement w Ex A#page2.tif  
source=CIT Signed TM Security Agreement w Ex A#page3.tif  
source=CIT Signed TM Security Agreement w Ex A#page4.tif  
source=CIT Signed TM Security Agreement w Ex A#page5.tif  
source=CIT Signed TM Security Agreement w Ex A#page6.tif  
source=CIT Signed TM Security Agreement w Ex A#page7.tif  
source=CIT Signed TM Security Agreement w Ex A#page8.tif  
source=CIT Signed TM Security Agreement w Ex A#page9.tif  
source=CIT Signed TM Security Agreement w Ex A#page10.tif  
source=CIT Signed TM Security Agreement w Ex A#page11.tif

## **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made and entered into this 28<sup>th</sup> day of April, 2006 between **CONBRACO INDUSTRIES, INC.**, a North Carolina corporation (the "Company"), and **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("CIT"), in its capacity as agent for the Lenders described below (in such capacity, the "Agent").

### **WITNESSETH:**

WHEREAS, the Company and CIT, as lender, entered into that certain Financing Agreement dated July 14, 2003 (the "Existing Financing Agreement"), pursuant to which CIT made certain credit facilities available to the Company; and

WHEREAS, the Company has requested that the Existing Financing Agreement be amended and restated; and

WHEREAS, CIT has agreed to amend and restate the Existing Financing Agreement pursuant to that certain Amended and Restated Financing Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Financing Agreement") among the Company, the lenders from time to time party thereto (the "Lenders"), the Agent, and CIT Capital Securities LLC, as Arranger; and

WHEREAS, in connection with the Existing Financing Agreement, the Company and CIT entered into that certain Trademark Security Agreement dated July 14, 2003 (the "Existing Trademark Security Agreement"); and

WHEREAS, the Company and CIT, in its capacity as the Agent, desire to amend and restate the Existing Trademark Security Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company agrees with the Agent as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Financing Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, liens and security interests in all of the Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Company (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Exhibit A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Company or in the name of the Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of the Company's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants that:

(a) the Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) the Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) the Company will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) the Company has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. Visits and Inspections. The Company hereby grants to the Agent and its employees and agents the right on prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by the Agent to ensure the Company's compliance with Section 3(d) of this Agreement.

5. Restrictions on Future Agreements. The Company agrees that, until all of the Obligations have been satisfied in full and the Financing Agreement has been terminated in writing, it will not without the Agent's prior written consent, enter into any agreement which is inconsistent with the Company's duties under this Agreement, and the Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to the Agent under this Agreement.

6. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and the Company shall give to the Agent prompt notice thereof in writing. The Company authorizes the Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications which are Trademark Collateral under Section 1 hereof or this Section 6.

7. The Company's Rights Prior to Event of Default. Unless and until there shall have occurred and be continuing an Event of Default, the Company shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and be continuing:

(a) the Company or any successor-in-interest shall assign all of the Company's right, title and interest in and to the Trademark Collateral to the Agent or its designee;

(b) the Company further agrees to execute and deliver all documents at the request of the Agent necessary to vest in the Agent or its designee all of the Company's right, title and interest in and to the Trademark Collateral; and

(c) the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a lender under the UCC. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Company at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. The Company hereby makes, constitutes and appoints the Agent and any officer or agent of the Agent as the Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. The Company 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 all of the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full and the commitments of the Lenders to make additional loans and credit accommodations under the Financing Agreement shall have been terminated, the Agent shall execute and deliver to the Company all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Agent's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company on demand by the Agent and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Financing Agreement.

12. Litigation and Proceedings.

(a) The Company shall have the duty, through counsel acceptable to the Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of

this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Obligations shall have been paid in full and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of the Agent, which consent shall not be unreasonably withheld.

(b) The Agent shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral, to enforce the Trademarks, and any license thereunder, in which event the Company shall at the request of the Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by the Agent in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred in the exercise of its rights under this Section 12. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if the Agent declines to institute suit.

13. Agent May Perform. If the Company fails to comply with any of its obligations hereunder, the Agent may do so in the Company's name or in the Agent's name, but at the Company's expense, and the Company agrees to reimburse the Agent in full for all expenses, including reasonable attorney's fees, incurred by the Agent in prosecuting, defending or maintaining the Trademarks or the Agent's interest therein pursuant to this Agreement.

14. Severability. The provisions of this 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 Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. Except as otherwise herein provided, any notice or other communication required hereunder shall be in writing (provided that, any electronic communications from the Company with respect to any request, transmission, document, electronic signature, electronic mail or facsimile transmission shall be deemed binding on the Company for purposes of this Agreement, provided further that any such transmission shall not relieve the Company from any other obligation hereunder to communicate further in writing), and shall be deemed to have been validly served, given or delivered when hand delivered, sent by commercial overnight courier or sent by facsimile, or three days after deposit in the United State mails, with proper first class postage prepaid and

addressed to the party to be notified or to such other address as any party hereto may designate for itself by like notice, as follows:

(a) If to the Agent, at: The CIT Group/Business Credit, Inc.  
900 Ashwood Parkway, Suite 610  
Atlanta, Georgia 30308  
Attention: Conbraco Account Executive  
Facsimile No.: 770-522-7673

With a copy to: Greenberg Traurig, LLP  
The Forum  
3290 Northside Parkway, Suite 400  
Atlanta, Georgia 30327  
Attention: Stephen D. Palmer, Esq.  
Facsimile No.: 678-553-2261

(b) If to the Company, at: Conbraco Industries, Inc.  
701 Matthews Mint Hill Rd.  
Matthews, North Carolina 28105  
Attention: Eric Miller  
Facsimile No.: 704-841-6068

With a copy to: Rayburn Cooper & Durham, P.A.  
227 West Trade Street, Suite 1200  
Charlotte, North Carolina 28202-1675  
Attn: C. Richard Rayburn, Jr., Esq.  
Facsimile No. 704-377-1897

or to such other address as each party may designate for itself by notice given in accordance with this Section 17. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

18. Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT REQUIRE OR PERMIT APPLICATION OF THE LAWS OF ANY OTHER STATE OR JURISDICTION, BUT INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW.

19. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND THE AGENT EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER. THE COMPANY HEREBY IRREVOCABLY WAIVES PERSONAL



SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL THE AGENT OR ANY LENDER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, L.S. Kelly, a Notary Public of the State and County aforesaid, certify that Eric Miller personally appeared before me this day and acknowledged that he is the Treasurer of CONBRACO INDUSTRIES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him in the corporation's name.

WITNESS my hand and official stamp or seal, this 26<sup>th</sup> day of April, 2006.

L.S. Kelly

Notary Public

My Commission Expires: 9-13-06

STATE OF Georgia

COUNTY OF Cherokee

I, Deborah L. Bowen, a Notary Public of the State and County aforesaid, certify that C. Mark Smith personally appeared before me this day and acknowledged that he is a Vice President of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him in the corporation's name.

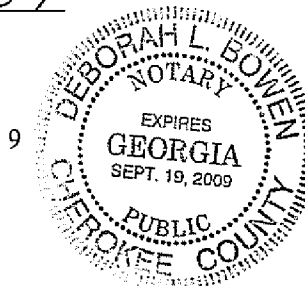
WITNESS my hand and official stamp or seal, this 28<sup>th</sup> day of April, 2006.

Deborah L. Bowen

Notary Public

My Commission Expires: 9-19-2009

0351565435v0365145.010400



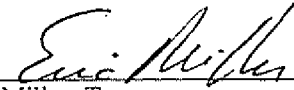
TRADEMARK

REEL: 003331 FRAME: 0749

WITNESS the execution hereof on the day and year first above written.

THE COMPANY:

CONBRACO INDUSTRIES, INC.

By:   
Eric Miller, Treasurer

THE AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC., as  
agent for the benefit of itself and the Lenders

By:   
C. Mark Smith, Vice President

EXHIBIT A TO 2006  
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

| MARK                  | REGISTRATION NO. | REGISTRATION DATE | OWNERS                    | OUR FILE NO. |
|-----------------------|------------------|-------------------|---------------------------|--------------|
| APOLLO                | 900,588          | 10/13/70          | Conbraco Industries, Inc. | 1970/30US    |
| APOLLO ACTUATOR READY | 2,412,903        | 12/12/00          | Conbraco Industries, Inc. | 1970/4       |
| APOLLO AR             | 2,373,769        | 08/01/00          | Conbraco Industries, Inc. | 1970/3       |
| APOLLO INTERNATIONAL  | 2,530,525        | 01/15/02          | Conbraco Industries, Inc. | 1970/8       |
| BALL-CONE             | 1,118,628        | 05/22/79          | Conbraco Industries, Inc. | 1970/36US    |
| CII (STYLIZED)        | 1,106,566        | 11/21/78          | Conbraco Industries, Inc. | 1970/35US    |
| CONBRACO              | 842,720          | 01/23/68          | Conbraco Industries, Inc. | 1970/40US    |
| CONBRACO (STYLIZED)   | 555,462          | 02/26/52          | Conbraco Industries, Inc. | 1970/32US    |

U.S. PENDING TRADEMARK APPLICATIONS

| MARK         | SERIAL NO. | FILING DATE | OWNERS                    | OUR FILE NO. |
|--------------|------------|-------------|---------------------------|--------------|
| APOLLO-PRESS | 78758872   | 11/22/05    | Conbraco Industries, Inc. |              |
| DEFENDER     | 78360689   | 02/01/04    | Conbraco Industries, Inc. |              |

CANADIAN TRADEMARK REGISTRATIONS

| MARK                 | REGISTRATION NO. | REGISTRATION DATE | OWNERS                    | OUR FILE NO. |
|----------------------|------------------|-------------------|---------------------------|--------------|
| APOLLO               | TMA206042        | 03/27/75          | Conbraco Industries, Inc. | 1970/30CA    |
| APOLLO INTERNATIONAL | TMA566097        | 08/20/02          | Conbraco Industries, Inc. | 1970/8CN     |
| COMPACTORQUE         | TMA471540        | 02/25/97          | Conbraco Industries, Inc. | 1970/31CA    |
| CONBRACO             | TMA150864        | 05/19/67          | Conbraco Industries, Inc. | 1970/32CA    |
| 4/S AND DESIGN       | UCA027115        | 04/23/47          | Conbraco Industries, Inc. | 1970/38CA    |
| STRONG               | UCA027113        | 04/23/47          | Conbraco Industries, Inc. | 1970/37CA    |

FOREIGN TRADEMARK REGISTRATIONS

| MARK                 | COUNTRY | REGISTRATION NO. | REGISTRATION DATE | OWNERS                    | OUR FILE NO. |
|----------------------|---------|------------------|-------------------|---------------------------|--------------|
| APOLLO               | FR      | 1,238,445        | 06/28/73          | Conbraco Industries, Inc. | 1970/30FR    |
| APOLLO               | IT      | 668,953          | 02/01/96          | Conbraco Industries, Inc. | 1970/30IT    |
| APOLLO INTERNATIONAL | EU      | 1669969          | 10/02/01          | Conbraco Industries, Inc. | 1970/8EU     |
| CONBRACO             | JP      | 4,014,617        | 06/20/97          | Conbraco Industries, Inc. | 1970/45JP    |
| COMPACTORQUE         | MX      | 490042           | 04/28/95          | Conbraco Industries, Inc. | 1970/31MX    |
| APOLLO               | VE      | 79.266-F         | 06/17/75          | Conbraco Industries, Inc. |              |

atl-fs1\565435v03\65145.010400