

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marotta Controls, Inc.		06/30/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	Two Tower Center		
<b>City:</b>	East Brunswick		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08816		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1237147	MAROTTA	
Registration Number:	1245107		
Registration Number:	1252220	MAROTTA	
Registration Number:	0979010	FLO-FUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

**CH \$115.00 1237147**

Signature:

/pja/

Date:

08/17/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, MAROTTA CONTROLS, INC., a corporation formed under the laws of New Jersey, located at 78 Boonton Ave., Montville, NJ 07045 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent"), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
June 30, 2006

Witness:

Phil Lepore

MAROTTA CONTROLS, INC.

By: Thomas S. Marotta  
Name: Thomas S. Marotta  
Its: President

Witness:

Viv Calderon

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: Kevin Maguire  
Name: KEVIN MAGUIRE  
Its: VICE PRESIDENT

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On this 30 day of June, 2006, before me personally came Thomas S. Marotta, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Marotta Controls, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Neri Calderon  
Notary Public, State of New York  
**NERI M. CALDERON**  
No. 01CA6118625  
Qualified in Kings County  
Commission Expires Nov. 15, 2008

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On this 30 day of June, 2006, before me personally came Kevin Madigan, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of PNC Bank, National Association, and that s/he was authorized to sign her/his name thereto.

Neri Calderon  
Notary Public  
**NERI M. CALDERON**  
Notary Public, State of New York  
No. 01CA6118625  
Qualified in Kings County  
Commission Expires Nov. 15, 2008

## SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June \_\_\_, 2006, by and between Marotta Controls, Inc. and PNC Bank, National Association, as Agent.

Registration or Application No.	Registration or Filing Date	Mark
1,237,147	5/10/83	"MAROTTA"
1,245,107	7/12/83	DESIGN
1,252,220	9/27/83	Marotta LOGO
979,010		FLO-FUSE