

**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>
BACE MANUFACTURING, INC.		09/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LASALLE BUSINESS CREDIT, LLC		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1502892	MICRO POWER ELECTRONICS	
Registration Number:	1440292	MICRO POWER ELECTRONICS	
Registration Number:	1441588	MPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-259-2000		
<b>Email:</b>	ndcollora@bryancave.com		
<b>Correspondent Name:</b>	Daniel A. Crowe		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750		
<b>ATTORNEY DOCKET NUMBER:</b>	C027591/0198200		
<b>NAME OF SUBMITTER:</b>	Daniel A. Crowe		
<b>Signature:</b>	/Daniel A. Crowe/		

CH \$90.00 1502892

Date:

11/21/2006

**Total Attachments: 5**

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**EXHIBIT B-1**

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

WHEREAS, BACE MANUFACTURING, INC., a Delaware corporation, having its principal place of business at 3125 E. Coronado Street, Anaheim, California 92806 (“**Grantor**”) is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, LASALLE BUSINESS CREDIT, LLC having its principal offices at 135 South LaSalle Street, Chicago, Illinois 60603 (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of September 1, 2006, between the Grantor and the Grantee (as amended from time to time, the “**Security Agreement**”), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) all of Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all of Grantor’s rights, title and interest in and to the patents (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

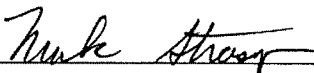
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 1st day of September, 2006.

BACE MANUFACTURING, INC.,  
a Delaware corporation

By   
Print Name MARK STRASZYSKI  
Title CONTROLLER

LASALLE BUSINESS CREDIT, LLC,  
a Delaware limited liability company

By   
Ellen T. Cook, First Vice President

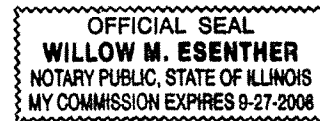
STATE OF Illinois)  
COUNTY OF Cook)

On this 1<sup>st</sup> day of September, 2006, before me personally came Mark Straszynski to me known, who, being by me duly sworn did depose and say that he is the Controller of Bace Manufacturing, Inc., a Delaware corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Willow M. Esenther  
Notary Public

My Commission Expires: 9-27-08



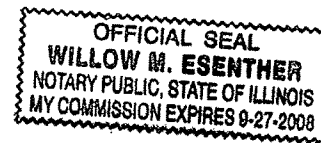
STATE OF Illinois)  
COUNTY OF Cook)

On this 1<sup>st</sup> day of September, 2006, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a First Vice President of LASALLE BUSINESS CREDIT, LLC, the company described in and which executed the foregoing instrument and that she signed her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Willow M. Esenther  
Notary Public

My Commission Expires: 9-27-08



SCHEDULE A

TRADEMARKS

Trademark	Trademark No.	Registered Year	Present Owner	Expiry Date
SPM	1,886,320	1995		
MICRO POWER ELECTRONICS and Design	1,502,892	1988		
MICRO POWER ELECTRONICS and Design	1,440,292	1987		
MPE (Stylized)	1,441,588	1987		

**SCHEDULE B**

**PATENTS**

<b>Patent</b>	<b>Patent No.</b>	<b>Registered Year</b>	<b>Present Owner</b>	<b>Description</b>
Picture frame retainer	5109619	1992		
Statistical process control	TXU 517783			
Win-control	TXU 634882			
SPM	1,886,320			