

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
Turbonetics Holdings, Inc.		01/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	First Bank Business Capital, Inc.
Street Address:	11901 Olive Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1197120	DELTAGATE
Registration Number:	2217183	TURBONETICS
Registration Number:	2323781	TORQUE-MASTER
Registration Number:	2886625	NEWGEN
Registration Number:	2769140	VISTECH
Registration Number:	2769139	BLU-ESTER
Registration Number:	2769138	TS-1
Registration Number:	2794323	AFX3
Registration Number:	2810241	KEEPING YOU COOL UNDER PRESSURE
Registration Number:	3001847	TURBONETICS
Registration Number:	3001844	TURBONETICS

CORRESPONDENCE DATA

Fax Number: (312)863-7812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$290.00 1197120

Email: nathaniel.panek@goldbergkohn.com
Correspondent Name: Nathaniel Panek
Address Line 1: 55 East Monroe St.
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5178.018
NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	01/09/2007

Total Attachments: 6

source=Turbo_TMs#page1.tif
source=Turbo_TMs#page2.tif
source=Turbo_TMs#page3.tif
source=Turbo_TMs#page4.tif
source=Turbo_TMs#page5.tif
source=Turbo_TMs#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of January, 2007 by TURBONETICS HOLDINGS, INC., a Delaware corporation ("Grantor") in favor of FIRST BANK BUSINESS CAPITAL, INC., a Missouri corporation ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a lien upon and security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in Grantor's entire right, title and interest in and to

the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the commitments of Grantee under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall 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 or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices or historical business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the commitments of Grantee to lend under the Credit Agreement shall have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. Grantee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor 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 Grantor's Obligations shall have been paid in full and Grantee's commitments under the Credit Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TURBONETICS HOLDINGS, INC.

By: 

Its: Ryan Meany, Chairman

Agreed and Accepted
As of the Date First Written Above

FIRST BANK BUSINESS CAPITAL, INC.

By: _____

Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TURBONETICS HOLDINGS, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIRST BANK BUSINESS CAPITAL, INC.

By: Walter Castella
Its: VICE PRESIDENT

Schedule 1
to
Trademark Security Agreement

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No. & Date</u>
DELTAGATE	1197120 / June 8, 1982
TURBONETICS	2217183 / January 12, 1999
TORQUE-MASTER	2323781 / February 29, 2000*
NEWGEN	2886625 / September 21, 2004
VISTECH	2769140 / September 30, 2003
BLU-ESTER	2769139 / September 30, 2003
TS-I	2769138 / September 30, 2003
AFX3	2794323 / December 16, 2003
KEEPING YOU COOL UNDER PRESSURE	2810241 / February 3, 2004
TURBONETICS	3001847 / September 27, 2005
TURBONETICS	3001844 / September 27, 2005

*Mark was cancelled by PTO; petition to reinstate the mark was filed with the United States Patent and Trademark Office on December 15, 2006.

{SKP\K0633251.1}