

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
Milestek Corporation		01/22/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Texas, N.A.		
Street Address:	5956 Sherry Lane, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1791303	MILESTEK	
CORRESPONDENCE DATA			
Fax Number:	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-5928		
Email:	charris@jw.com		
Correspondent Name:	Colter Harris		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	483.82		
NAME OF SUBMITTER:	J. Colter Harris		
Signature:	/J. Colter Harris/		
Date:	01/22/2007		

CH \$40.00 1791303

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

22 This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 22, 2007 by MILESTEK CORPORATION, a Delaware corporation, and the other signatories party to the Security Agreement (defined below) from time to time (each a Grantor collectively, the "Grantors"), in favor of BANK OF TEXAS, N.A., a national banking association, in its capacity as Lender pursuant to the Credit Agreement dated January 22, 2007 (the "Credit Agreement"), (in such capacity, the "Lender").

WITNESSETH:

WHEREAS, the Grantors are party to a Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Lender pursuant to which the Grantors have agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the UCC (as such term is defined in the Security Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

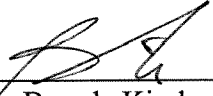
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Grantors, the Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

MILESTEK CORPORATION

By: 
Name: Brenda Kimbrough
Title: President and CEO


Address for notices:
1506 Interstate 35 W
Denton, TX 76207-2402
Attn: Chief Financial Officer
Fax: (940) 898-1725

with a copy to:

Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attn: Frederick H. Grein, Esq.
Fax: (866) 369-4741

[Signature Page to Trademark Security Agreement]

BANK OF TEXAS, N.A.

By: 
Name: CHRIS W. HOLDER
Title: Senior Vice President

Address: 5956 Sherry Lane, Suite 1100
Dallas, Texas 75225
Attention: Chris Holder
Telecopy: (214) 346-3936
Telephone: (214) 987-8892

with a copy to:

Jackson Walker LLP
901 Main Street, Suite 6000
Dallas, Texas 75202
Attention: Colter Harris
Telecopy: (214) 953-5928
Telephone: (214) 953-5822

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

Description of Mark	Registration/ Serial Number	Original Date of Registration/ Application	Class of Goods and/or Services
Milestek[®]	1791303/74/294661	9/7/1993 (renewed until 9/7/2013)	Class Nos. 8 & 9