

## 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
Coe Manufacturing Company		11/15/2006	CORPORATION: OHIO

## RECEIVING PARTY DATA

Name:	Bank of New York
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039-5699
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76533341	BIOSCAN
Registration Number:	2901134	COE
Registration Number:	0518061	COE
Registration Number:	0537343	COE
Serial Number:	76573772	COE GROUP
Registration Number:	2566584	COE SKOOG
Registration Number:	1625718	D TEC

## CORRESPONDENCE DATA

Fax Number: (212)859-8584

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

Email: hinchsa@ffhsj.com

Correspondent Name: Sarah Hinchliff

Address Line 1: One New York Plaza

Address Line 2: Fried, Frank, Harris, Shriver &amp; Jacobson

TRADEMARK

REEL: 003480 FRAME: 0185

900069232

CH \$190.00 76533341

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:

Sarah Hinchliff

Signature:

/sarah hinchliff/

Date:

02/12/2007

Total Attachments: 4

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## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, The Coe Manufacturing Company, an Ohio corporation (the "Assignor") holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or have been applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated November 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of The Bank of New York, as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Assignee and the Lenders (as such term is defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 15 2006.

THE COE MANUFACTURING COMPANY

By:

Name: Chris E. Buresch

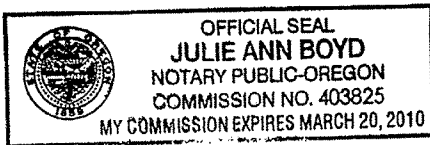
Title: CEO

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[Trademark Assignment Agreement – Signature Page]

STATE OF Oregon  
COUNTY OF Washington SS.:

On this 13 day of November, 2006 before me personally came Chris Buresch to me known as the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of The Coe Manufacturing Company, an Ohio corporation, and that s/he executed the foregoing instrument in the firm name of The Coe Manufacturing Company, and that s/he had the authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Julie Ann Boyd

Schedule 1A to Assignment for Security - Trademarks  
THE COE MANUFACTURING COMPANY

UNITED STATES TRADEMARKS:

Trademark	Reg'n/App'l'n No.
<i>BIOSCAN</i>	App No. 76/533,341
<i>COE</i>	Registration No. 2,901,134
<i>COE &amp; Design</i>	Registration No. 0,518,061
<i>COE &amp; Design</i>	Registration No. 0,537,343
<i>COE GROUP</i>	App No. 76/573,772
<i>*COE SKOOG &amp; Design</i>	Registration No. 2,566,584
<i>D TEC</i>	Registration No. 1,625,718

\*Require rectification of United States Patent and Trademark Office assignment history.