

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Aerobox Composite Structures, LLC		02/09/2007	LIMITED LIABILITY COMPANY: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Posterus Corporation		
<b>Street Address:</b>	874 Walker Road, Suite C		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19904		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2773124	ACS	
Serial Number:	76366919	ACS THERMAPLAZ	
Serial Number:	76366920	ACS AEROPLAZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)202-6490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nytrademark@loeb.com		
<b>Correspondent Name:</b>	Alison J. Dow		
<b>Address Line 1:</b>	345 Park Avenue		
<b>Address Line 2:</b>	Loeb & Loeb LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10154		
<b>ATTORNEY DOCKET NUMBER:</b>	203891-10099 (AEROBOX)		
<b>NAME OF SUBMITTER:</b>	Alison J. Dow		

**CH \$90.00 2773124**

Signature:	/Alison J. Dow/
Date:	02/27/2007
<b>Total Attachments: 7</b> source=Aerobox IP Agr#page1.tif source=Aerobox IP Agr#page2.tif source=Aerobox IP Agr#page3.tif source=Aerobox IP Agr#page4.tif source=Aerobox IP Agr#page5.tif source=Aerobox IP Agr#page6.tif source=Aerobox IP Agr#page7.tif	

LAURUS MASTER FUND, LTD.  
c/o Laurus Capital Management, LLC  
825 Third Avenue  
14<sup>th</sup> Floor  
New York, New York 10022

February 21, 2007

Alison J. Dow  
Loeb & Loeb LLP  
345 Park Avenue  
New York, NY 10154

**Via FedEx – 8614 3866 8365**

In re: Aerobox

Dear Alison,

Please find enclosed for filing, the original, executed Grant of Security Interest in Trademarks and Patents for Aerobox Composite Structures, LLC.

If you have any questions or comments, please do not hesitate to contact me.

Warm regards,

*Jade Young*

**Jade Young**

**Laurus Capital Management, LLC**

825 Third Avenue, 14th Floor

New York, New York 10022

tel: 212-541-5800 ext.277

fax: 212-541-4434

[jyoung@laurusfunds.com](mailto:jyoung@laurusfunds.com)

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

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of February 9, 2007, is executed by Aerobox Composite Structures, LLC, a New Mexico limited liability company and debtor and debtor-in-possession (the "Grantor"), in favor of Posterus Corporation (the "Secured Party").

A. Pursuant to a Debtor-In-Possession Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide it with financial accommodations.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration of patents in the United States Patent and Trademark Office, and/or is using patents pursuant to patent licenses, as more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the

Grant

Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

*/REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**AEROBOX COMPOSITE  
STRUCTURES, LLC**

By: 

Name: ROBERT COLLINS

Title: Chief Restructuring Officer

**POSTERUS CORPORATION**


By: 

Name: Eugene Chu

Title: Chairman, President and Assistant Secretary

STATE OF New Mexico  
COUNTY OF SANDOVAL ) ss.:

On this 9<sup>th</sup> day of February, 2007, before me personally came \_\_\_\_\_  
Robert Collins who, being by me duly sworn, did state as follows: that [s]he is  
Chief Accounting Officer of Aerobox Composite Structures, LLC that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the  
[Managers] of said limited liability company.

 NOTARY PUBLIC  
DOUGLAS J. WEBER  
My commission expires 08-18-10

Douglas J. Weber  
Notary Public

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**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
ACS and Design	2773124	October 14, 2003	United States
ACS Thermaplaz	76366919	February 5, 2002	United States
ACS Thermaplaz	76366920	February 5, 2002	United States

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43520:0008-1450169v4

**TRADEMARK  
REEL: 003489 FRAME: 0273**



**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

**PATENTS AND PATENT APPLICATIONS**

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None			

**PATENT LICENSES**

<u>Name and Date of License</u>	<u>Exclusive / Non-Exclusive</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Country</u>
Patent and Technology License Agreement, dated January 9, 2004, as amended	Exclusive in North America	Process for Producing of a Honeycomb Structure and Honeycomb Structure so Produced	Serial No. 5,683,782	United States

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43520/0008-1450169v4

**RECORDED: 02/27/2007**

**TRADEMARK  
REEL: 003489 FRAME: 0274**